

The Solicitors' Journal.

LONDON, DECEMBER 4, 1875.

CURRENT TOPICS.

IT IS UNDERSTOOD that the Court of Appeal will in future hold its sittings exclusively at Lincoln's-inn.

A SMALL QUESTION has recently been agitating, or perhaps it would be safer to say has been thought to have been agitating, a considerable section of both branches of the profession. It is this—Shall equity counsel take briefs before the chief clerks? So far as the bar are concerned, it will be seen from a statement given in another part of our columns that the expression of an opinion has been obtained from eminent juniors to the effect that there is no rule of professional etiquette preventing counsel from arguing before the chief clerks; but whether these gentlemen, or indeed any other very prominent or influential members of the bar, think that it would be a desirable change for counsel to be commonly brought before the chief clerks does not appear. It is plain that the introduction of counsel must cause expense to the parties, and it is, therefore, incumbent on the supporters of the change to show that under the old system the business was not properly conducted before the chief clerks, and that in a substantial number of instances the defect arose through the absence of counsel. Having regard, however, to the fact that matters could always be referred to the judge, and that if any question of difficulty arose he adjourned it to be argued before him in court, it would be somewhat difficult to maintain the desirability of the change, at all events to the extent of its becoming a common practice to take counsel into chambers. Cases there are, no doubt, in which the assistance of counsel would be of use to the chief clerks, and where, by keeping them right, it might prevent the necessity of further proceedings; but, taking into account the accessibility of the judge, we are convinced that such cases are comparatively rare. At the present stage of the matter we shall say no more than this, that if it becomes the custom for counsel to appear in chambers, the beginnings of the new custom ought to be very carefully and jealously watched by the chief clerks themselves, and they should never certify for the costs of such appearance unless they are satisfied that the case was one in which it was proper to incur the additional expense of counsel. Under a watchful treatment of this kind, it is not, perhaps, too much to say that the presence of counsel in chambers might become a beneficial addition to the machinery of justice, while, if reckless certifying is to be the rule, it is certainly not saying enough to say that the change will be injurious to the progress of business, and the pockets of the suitors.

THE NUMEROUS RECENT INSTANCES in which judges have declined or have been unable to hear railway cases upon the ground of being themselves railway shareholders, and the somewhat hasty comment of Mr. Justice Brett, that it is high time "such nonsense" should be done away with, demand the serious attention of the profession and the public. Of the soundness of the general principle, there can be no doubt. In *Dimes v. The Grand Junction Canal Company* (3 H. L. Cas. 759), in which the House of Lords reversed a decree of Lord Chancellor Cottenham, on the ground of his possessing shares in the defendant company to the amount of many thousand pounds unknown to the plaintiff at the time the decree was made, Lord Campbell, in delivering judgment, said that "No one can suppose that Lord Cottenham could be in the remotest degree influenced by the interest which he had in this concern, but it is of the greatest importance that the maxim that no man is to be a judge in his own cause should be held sacred." This is the right way to look at the matter. The interest of

the largest railway shareholder on the bench must be comparatively small, and the probability of bias infinitesimal; but does this show the wisdom of abandoning a rule the propriety of which no one can dispute? If you admit an interested adjudicator in one class of cases how are you to exclude him in another? The experience of the Granger contest in the United States shows that questions of the greatest magnitude may arise between the railway interest and the general public, or particular classes of the general public, and then what would be said if any of the judges who sat to decide the cases were railway shareholders? It is singular that learned judges should desire to be freed from the restrictions they so rigidly enforce on inferior courts. The principle has been over and over again affirmed in the case of justices of the peace, whose proceedings have been held to be nullified by any one of their number being interested (*R. v. Gudridge*, 5 B. & C. 459; *Reg. v. Rand*, L. R. 1 Q. B. 233). It required the authority of a special statute (30 & 31 Vict. c. 115) to enable justices interested as ratepayers to hear rating cases. The Legislature of late years has shown no disposition to abandon the principle. The statutory disqualification of brewers, &c., from acting as licensing justices, first introduced by the Licensing Act of 1828, s. 6, is still jealously kept up, and was extended by section 60 of the Licensing Act, 1872, to shareholders in brewing, &c., companies, and to hearing informations against licensed persons as such, the penalty for acting when disqualified being £100. And more recently the Railway Commissioners were, by section 5 of the Regulation of Railways Act, 1873, not only disqualified from acting when interested "directly or indirectly," but became bound within three months after their appointment to "absolutely sell and dispose of" any railway stock they might possess. On the whole we think that learned judges will best consult the dignity of the judicial office by looking elsewhere for investments than in the railway market, or, at all events, by abstaining from holding up to derision a rule which the Legislature has so recently and emphatically affirmed.

IT IS WITH GREAT PLEASURE we notice that the timely remonstrance of the accomplished Tutor in Constitutional History to the Inner Temple, * published in the shape of a lecture addressed to his class. We term it a remonstrance, because it is evidently intended by Mr. Hooper to be such, although, being in fact a lecture, it is mainly occupied with a summary view of the subjects he has treated of, and the period over which he has travelled with his pupils. Nor is this form inapt for the purpose, since it constitutes in itself an exhibition of the place which constitutional history occupies in reference to ourselves and to that liberal education which is supposed to belong to members of the bar. Until lately it has been thought that some knowledge at least of the fundamental laws and institutions of this country, and of the history of their growth, might fairly be required, at any rate of those who claim to hold the honours and distinction of a liberal training in the law. But of late, by we know not what strange course of thought, it seems to have been accepted as a maxim, by those who have assumed the direction of legal education, that such knowledge is no more than an elegant and useless accomplishment, which may safely be neglected, if only the place left vacant is sufficiently filled by the wasted embers of Roman law. And thus, whilst honour and emoluments are heaped upon those who, like the pilgrims in *Sintram*, cover their garments with the rattling bones of a defunct system, the history and constitution of a living State, by which every existing form of civilized government has been influenced, and which happens besides to be our own, is not only left without honour or emoluments to encourage its study, but is not

* "Constitutional Law and Legal History. Some Remarks on Education for the Bar." By J. J. Hooper, Fellow of Oriel, one of the Tutors appointed by the Hon. Society of the Inner Temple. Judd & Co.

even thought worthy of being made a necessary part of the curriculum. It is indeed annexed as a kind of dependency to jurisprudence and international law, and the professor of these subjects is at liberty to devote to it such remnants of time as may be at his disposal when his more important duties are finished; but no one need either attend to his lectures or acquire the least knowledge of the subject. It is a matter for congratulation that, in face of this arrangement, the Society of the Inner Temple have thought fit hitherto to continue their own scheme of education, which includes this branch of study, and that Mr. Hooper has been able, notwithstanding the slight and discouragement put upon his subject, to address any class at all.

At present there seem signs that the Council of Legal Education are disposed to reconsider their scheme, and we gladly welcome any evidence that the dissatisfaction which has long existed among all those without their body who take any interest in the subject has at length penetrated within their closed and sacred circle. It is not with any confidence that the fact is so that we speak, but we willingly greet the faintest hope of a return to what ought never to have been abandoned. "It is," says Mr. Hooper, "the very department of forensic learning which a mere practitioner is the most certain to neglect, as not likely immediately to pay, while, if he succeeds in his profession, it is the one his ignorance of which he is most certain deeply to regret." Recent events have not tended to diminish the weight of this observation, or to obscure its obvious truth. We have on former occasions called attention to the error which was committed in drawing up the scheme which is now in force in the Inns of Court, and we again commend the question to the serious consideration of the Council of Legal Education, and press upon all those who have the interests of the profession in its highest sense at heart to put an end to a system in which English lawyers are trained to ignore that part of the law on which all the rest is founded, and the mastery of which has in other times formed the highest distinction of the most illustrious of their predecessors.

IN DELIVERING JUDGMENT in *Sugden v. St. Leonards* Sir J. Hannen took occasion to call public attention to the facilities afforded for the safe deposit of wills of living persons under section 91 of the Probate Act, 1857, and he expressed regret that the late Lord St. Leonards, in his well-known "Handy-book of Property Law," should have said, "If you are likely, from time to time, to alter your will, I should advise you not to place it in this depository. . . . The expense and difficulty attending the getting a will out of this custody would deter many men from capriciously altering their dispositions." It seems that Sir J. Hannen did not quote from the last edition of Lord St. Leonards' work, and that there is a stronger reason against a testator depositing his will in the registry for safe custody than expense and difficulty in getting it out. Not only do the official regulations make no provision for the delivery out to the testator of a will so deposited, but on the contrary they provide that the will or codicil so deposited must remain in the registry until after the testator's death. In the latest edition of his "Handy-book" Lord St. Leonards appears to have discovered his mistake, for he says:—"The will deposited must remain there till your death." The notion of a will to which access is debarred is not likely to prove very tempting to testators, and, if the depository provided under the Act is to be of any practical service, provision must be made to enable a testator who has deposited his will to get it out in his lifetime. But even if such provision be made the official depository will hardly offer any greater protection to the wills of living persons than is now afforded by the strong-rooms of solicitors and bankers. In *Johnson v. Lyford* (16 W. R. 1130, L. R. 1 P. & D. 546) Lord Penzance seems to have suggested that the law should prescribe some definite place of deposit for all wills of living persons.

THE NEW PRACTICE.

SUMMARY.—The Court of Appeal at Lincoln's-inn have unequivocally indicated their opinion that one division of the High Court cannot stay an action in another division. Whether the provisions of the Companies Act, 1862, confer a special power on the winding-up court to stay actions against the company still remains to be settled. Vice-Chancellor Malins and the Common Pleas Division think they do; the Master of the Rolls and (it may be surmised) the Queen's Bench Division think they do not.

The Master of the Rolls has decided the point which his previous decision in *Re The Phoenix Bessemer Company* (24 W. R. 19) left in doubt, viz., whether the provisions of section 10 of the Judicature Act, 1875, are retrospective, so as to apply to the case of all windings up commenced before the 1st of November, although the claim of the creditor has not been admitted before that date. His lordship held that they are not retrospective.

At last Mr. Byrne's wanderings have ceased. Mr. Justice Quain consented to exercise the jurisdiction given by the County Courts Act, 1875, to a judge of a superior court sitting in chambers to hear appeals from county courts when the divisional court is not sitting. He declined to follow the form of order made by Vice-Chancellor Malins in *Eccles v. Eccles* (24 W. R. 39), and granted a rule nisi calling upon the plaintiff to show cause before the judge in chambers why the judgment in his favour should not be reversed.

Some observations by Mr. Justice Quain with reference to an application to appoint a receiver are worthy of notice, as indicating an intention to cripple the operation of the power given by section 25, sub-sect. 8 of the Act of 1873, to appoint a receiver "in all cases in which it shall appear . . . to be just and convenient." It would seem that the learned judge, having taken counsel with a Vice-Chancellor, is of opinion that the old practice of courts of equity not to grant a receiver where there exists the protection of the legal estate, ought also to govern the new procedure, and that the wide words of sub-section 8 should be interpreted by the former rule in equity. The learned judge did not, however, decide this, and we cannot think that when the question comes up for settlement the fact of a Vice-Chancellor's never having "heard an application similar to the present" will be deemed a conclusive reason why the application should now be refused.

Mr. Justice Quain has several times laid it down that judgment cannot be signed, under ord. 14, r. 1, on a writ served before November 1. The remedy given by the above rule is, said his lordship, a very special one, and can only be given according to the letter of the Act. A writ served under the old procedure, he thought, could not be a specially-indorsed writ under ord. 3, r. 6.

Vice-Chancellor Hall yesterday gave some important directions (which will be found in another column) as to the practice to be adopted in applications under ord. 2, r. 4, for leave to issue a writ for service out of the jurisdiction.

OFFICE COPIES OF AFFIDAVITS.—The Clerks of Records and Writs have recently issued a notice as follows:—"Copies of affidavits to be marked as office copies should

be left with the Clerks of Records and Writs twenty-four hours before they are required to be used." This notice gives further effect to the provisions of ord. 5 of the "additional rules" (12th of August, 1875). It is in strict accordance with r. 6 of that order, requiring that the party filing an affidavit, and desiring an office copy thereof, "shall leave a copy with the officer with whom the same is filed, who shall examine it with the original and mark it as an office copy." But it is satisfactory to find that cases of emergency are not, in practice, overlooked—hence, that the strict letter of the rule, and the notice founded thereon, will not be insisted on in every case without exception, but that the spirit and intention of r. 10 of the above-mentioned order, applicable to copies to be furnished by solicitors, are applied to office copies also. Thus, where the office copy is required for immediate use—for instance, on the day on which the original is filed—the copy intended for an office copy will be examined and marked at once. It is in other cases only that the copy must be left with the officer, and even any such copy would usually be ready for delivery to the solicitor as an office copy early on the following morning. It may be further stated that, in addition to the requirements applicable to such copies, and which were mentioned *ante*, p. 3, the requisite amount of stamps, calculated at the rate of twopence per folio, must, it seems, be affixed to the copy previously to its being left for examination.

DISTRINGAS ON STOCK.—It appears that the new schedule of fees of court contemplates the application of the higher and lower scales of fees to these writs. Such writs may now be issued "out of any office of the High Court in London where writs of summonses are issued" (see ord. 46, r. 2). How the provision as to higher and lower scale is given effect to in all such offices we do not know, but we find that in the Record and Writ Clerk's office—the office out of which *all* such writs were formerly issued—the solicitor issuing any such writ will be required to file the usual certificate that the lower scale is applicable only in certain cases where the precise sum of stock upon which the writ is to operate is not apparent on the face of the affidavit. Where the precise sum is not known, and cannot be specified in the affidavit, the affidavit is usually to the effect that A. B. is beneficially interested "in a certain sum of £3 per cent. Consolidated Bank Annuities (or, as the case may be) standing in the names of," &c. Now, if, in any such case, although the precise sum of stock may not be known, it is, nevertheless, conclusively understood to be under the value of £1,000, and the lower scale is claimed, there, and there only, will the usual certificate that the lower scale of fees of court is applicable be required to be filed. This seems to be a very convenient view of the requirements of practice, and it is to be hoped that it will be adopted in every one of the offices of the High Court in London out of which these writs may be issued.

A SUGGESTION.—The sittings at Guildhall, now held contemporaneously with those in *Banco* at Westminster, make the necessity of some means of telegraphic communication between those places and the Temple more than ever apparent. A trifling expenditure on the part of the Inns of Court in establishing a telegraph office within the Temple connected with another at Guildhall and another at Westminster Hall, would considerably increase the possibility of counsel and solicitors being able to attend to cases pending in several courts on the same day. This has been often suggested and is quite feasible. Here is the plan as sketched out by a correspondent:—Assume such offices set up. Then let a telegraph boy be told off, say at Westminster Hall, to watch each court there, and to hourly cause the state of each list or paper to be transmitted to the Temple. Arrived there the intelligence might be posted up in a

conspicuous manner in a kind of frame, such as that used on race-courses to announce the horses' names. Frequently the hour would bring no change in the list; sometimes much alteration would be needed. Subsidiary to this there might be a more perfect arrangement, whereby the termination of each case in each court might be announced in the Temple, at the cost of the parties desiring the information. The means of hastening from the one place to the other, *via* the Metropolitan District Railway, are now so convenient, that if counsel could but be kept more accurately acquainted with the likelihood of their cases coming on, they would, in numberless instances, be able to attend to them, instead of being compelled, as they now are, to leave them to be struck out, or argued by some friend, who, taking up the matter on the spur of the moment, has but little chance of duly preparing himself to be an efficient deputy.

CASES OF THE WEEK.

SERVICE OUT OF THE JURISDICTION.—Yesterday, December 3, Vice-Chancellor Hall made an important statement as to the practice to be observed with respect to service on defendants out of the jurisdiction. An application under ord. 2, r. 4, was made, in an intended action of *Young v. Brassey*, for leave to issue a writ for service out of the jurisdiction. The applicant having stated that the writ could not be sealed without leave, and producing in support of his application an affidavit intitled in the action, the Vice-Chancellor gave the leave asked for, and proceeded to observe that he had had occasion to consider the question of what was to be done in cases where such service was required. It was a point of great importance. The first application must be for leave to issue the writ. As to this, there was a difficulty, real or apparent, about the mode of intitling the affidavit, if any affidavit were necessary. His lordship considered that it was convenient and desirable, and, therefore, proper, that the application should be supported by an affidavit of the grounds of the application. Secondly, it was very important to determine what the practice should be in cases where an injunction was sought. It would be highly inconvenient if it were necessary, first, to apply for leave to issue the writ, then to issue it, then to apply for an injunction, and then for leave to serve the pleadings. That being so, his lordship considered the right course to be to entitle the first affidavit in the matter of the Judicature Act, and in the intended action, and the same affidavit could then state a case for leave to issue the writ, and could also properly, where an injunction was asked for, go into the merits of the case, and also show a case for service out of the jurisdiction. Upon the question thus coming before the court in the first instance, one order could be made, giving leave to issue the writ; and that upon the writ having been issued, an injunction should issue; and (where this was asked), that the plaintiffs should be at liberty to serve the defendants out of the jurisdiction, such service to be, of course, subject to the usual provisions as to time and otherwise. This course would, in his lordship's opinion, meet the difficulty as to injunctions for which an immediate application was required. His lordship observed that this difficulty had been considered when the rules were settled, but it was supposed that it could be got over when it arose. As to the objection with reference to intitling the affidavit in a non-existing cause, it must have been intended that the court should act upon an affidavit, and his lordship's opinion and the opinion of high authorities, was, that a man might be indicted for perjury upon an affidavit so intitled. His lordship, therefore, intimated that until some better method was found, he should desire the practice which he had signified to be regularly adopted in these matters.

STATING ACTIONS.—On Wednesday, December 1, the Court of Appeal (consisting of Lords Justices James, Mellish, and Baggallay, and Mr. Baron Bramwell) unanimously affirmed the decision of Vice-Chancellor Malins (noted *ante*, p. 47) in *Garbutt v. Favcus*, to the effect that under section 24, sub-section 5, of the Judicature Act, 1873, one division of the High Court has no power

to order a stay of the proceedings in an action commenced in another division. The action of *Garbutt v. Faucus* was commenced in the Chancery Division to compel the specific performance by the defendant of an alleged agreement by him, the result of which would have been to preclude him from holding the plaintiff liable upon a promissory note for £900. The defendant had in August, 1875, commenced an action, *Faucus v. Garbutt*, in the Court of Queen's Bench against the plaintiff upon the promissory note, and the plaintiff, Garbutt, sought for an order to stay the proceedings in that action. The declaration in that action was delivered in October, 1875. The court were clearly of opinion that one division of the High Court had no power to make an order staying the proceedings in an action commenced in another division. If such an application were granted the effect would be to frustrate one of the main objects of the Act, viz., that there should be only one action in relation to one subject-matter. The proper course for the plaintiff to have pursued would have been to obtain leave from the Queen's Bench Division to raise his equitable defence in the action there, and it was clear that, when the defendant (in an action commenced before the 1st of November) had an equitable defence, he would be allowed as a matter of course to make his defence according to the new procedure, inasmuch as his former right to restrain the proceedings of the plaintiff at law by means of an injunction in chancery was taken away by the Act. The plaintiff ought not to have brought his action for specific performance of the agreement, but should have applied in the other action for leave to raise his equitable defence and could have sought by way of counter-claim to have the agreement specifically performed. An order might, then, it would seem, if necessary, have been made for the transfer of the action to the Chancery Division. [See Appendix C. to the Rules of Court, Form No. 24.]

ORDERS OF COURSE.—On an application being made in court to the Master of the Rolls, on Monday, November 29, for an order to revive in a suit of *Roffey v. Miller*, which would formerly have been obtained as of course under 15 & 16 Vict. c. 86, s. 52, and which the rules of court (ord. 50, r. 4) direct to be obtained "ex parte on application to the court or a judge," his lordship observed generally that, where an application is directed in these terms to be made to a judge, the order may be obtained as of course, the application at the order of course office being as much an application to the judge as though made to him in court. [See a similar expression of opinion by Hall, V.C., *ante*, p. 73.]

EXAMINATION ON OATH IN "ANY CAUSE OR MATTER."—On Tuesday, November 30, before the Master of the Rolls, *T. C. Wright* applied for an order that a witness might be examined on oath on behalf of the respondent to a summons under the Vendor and Purchaser Act, 1874. The Master of the Rolls remarked that the application was novel, as there was no precedent for examining a witness in chambers upon a summons; but looking at r. 4 of ord. 37, and the wide words which empowered the court to order examination on oath in "any cause or matter" with which the rule commences, he was of opinion that these words would include a summons under the Act in question, and he made an order for the examination of the witness on oath before the examiner.

PROOF BY SECURED CREDITORS IN WINDING UP.—On Thursday, November 25, before the Master of the Rolls, in a case of *In re Joseph Suche & Co. (Limited)*, the question arose whether section 10 of the Judicature Act, 1873, so far as it relates to winding up, is retrospective. The company was ordered to be wound up under supervision in the early part of the present year, and certain partially-secured creditors had sent in claims before the 1st of November, but no decision had been come to as to their claims. These creditors now applied by summons for liberty to prove for the full amount of their respective debts. The Master of the Rolls, in admitting the claim, said:—In the previous case of *In re The Phoenix Bessemer Company (Limited)*, 24 W. R. 19, I expressly abstained from laying down any general rule as to the effect of the 10th section of the Judicature Act, 1873, upon past transactions, and I limited my observations to the circumstances then before me. In so doing I was

influenced by the hope that similar questions would arise before other judges before I was obliged to decide a case on wider grounds. Here, also, I should be glad, if I could, to confine myself to the case before me. There are words at the end of the 10th section which cannot apply to a case where a claim in a winding up has been made before the commencement of the Act, and it may be said that these words conclusively answer the question how far the section has a retrospective operation. But I prefer to go on the more general ground that the section was never meant to affect rights and liabilities ascertained before the commencement of the Act of which it forms part. The general rule derived from the civil law is that new enactments govern future and not past rights. When the Legislature alters rights and liabilities, it does not alter those which are already ascertained unless there are express words in the enactment to that effect. There is, however, said to be an exception to that rule where the enactment deals with questions of procedure only, and not with matters of principle. It is said that where one has to do with procedure ordinary words in the statute are sufficient to make it retrospective, and that the provisions of this section come within that exception. I am of opinion that they do not, and that the alteration made by the Legislature by means of that section is an alteration in principle, and not in procedure. The 25th section of the Act of 1873 shows that this is the case. This 10th section of the Act of 1875 was originally sub-section 1 of that 25th section. The other sub-sections of that Act all relate to alterations in the law, except the 2nd, which is declaratory of the law as it existed before. When I read through the 10th section of the Act of 1875, I find that it speaks of the "rights" of secured and unsecured creditors, and not of any procedure for enforcing those rights, and the words "may come in and make claims" cannot apply to claims which have been made before the commencement of the Act. I hold that the section alters rights, and that as it is not stated to have a retrospective operation, it is not retrospective.

STATING ACTIONS.—On Saturday, November 27, an application was made to Vice-Chancellor Malins, by *Glan, C.C.*, in *Re The River Protection and Manure Company (Limited)*, for an order to stay an action against a company in course of voluntary winding up. The action was brought in the Common Pleas Division. The Vice-Chancellor, in granting the order, said that he wished it to be generally understood that he held, and unless corrected by a higher tribunal he should continue to hold, that there was nothing in the Judicature Acts which in any way interfered with the jurisdiction of the Chancery Division with regard to the winding up of companies. Before the Judicature Act such an application would have been granted as a matter of course, and in matters concerning the winding up of companies he should act as if the Judicature Act had not been passed. He thought, however, that if the Common Pleas Division had been applied to they might and ought to have made the order.

RECEIVER APPOINTED EX PARTE.—Yesterday December 3, Vice-Chancellor Hall granted a receiver, on an ex parte application by the plaintiff before the writ had been served in an action; under the following circumstances:—A testator had given a large sum in trust for his daughter, and afterwards for his children, with a proviso that the executors might use the money in his business. One of the executors carried on the business in partnership with another individual, and employed the money therein. The business was not successful, and a bankruptcy was apprehended. The order was made upon the terms of the plaintiff appointing receiver giving security within ten days, and the plaintiff undertaking to accept any notice of motion to set aside the order, which was to be intimated to the defendant when the writ was served.

TIME FOR APPEAL FROM CHAMBERS.—On Tuesday, November 30, in the Common Pleas Division, in a case of *Taylor v. Jones*, *Lumley Smith* moved, pursuant to notice, to set aside an order made by Lush, J., at chambers, setting aside a Petty Bag writ of prohibition. *Edward Clarke* made the preliminary objection that the motion was too late, as the

order of Lush, J., was made on the 13th of November, while the notice of motion was for the 22nd of November, and that ord. 54, r. 6, required that an appeal from chambers should be within eight days from the decision appealed against. *Lumley Smith* pointed out that the eight days would expire on the 21st, which was Sunday, and that by ord. 57, r. 3, "where the time for doing any act or taking any proceeding expires on a Sunday or other day on which the offices are closed, and by reason thereof such act or proceeding cannot be done or taken on that day, such act or proceeding shall, so far as regards the time of doing or taking the same, be held to be duly done or taken if done or taken on the day on which the offices shall next be opened." He contended that this must be taken to extend to the case of days on which the court was not sitting. The court (Lord Coleridge, C.J., Archibald, J., and Amphlett, B.) thought that, under the above-cited rule, the appeal was brought in time.

SPECIAL INDORSEMENT.—On Tuesday, November 30, in the Common Pleas Division, in a case of *Parson v. Smith*, *Lanyon* moved to set aside an order of Lush, J., at chambers, allowing judgment for the plaintiff, under ord. 14, r. 1, on his writ, as being specially indorsed under ord. 3, r. 6 (see the application reported *ante*, p. 81). The indorsement was as follows:—"The plaintiff's claim is for £36 5s. for balance of price of goods sold and delivered." It was argued that, looking at the forms of special indorsements given in appendix A, part 2, s. 7, this was only an indorsement in the ordinary form, and not a special indorsement, mainly on the ground that there was no date given or time mentioned when the balance was struck. The case went off upon another point, but not before the court (Lord Coleridge, C.J., Archibald, J., and Amphlett, B.) had intimated that they were of opinion that the indorsement was sufficient as a special indorsement within the meaning of the rules.

CONTRIBUTORY NEGLIGENCE OF RAILWAY PASSENGER.

THE case of *Robson v. North-Eastern Railway Company* (23 W. R. 790) goes very far towards subverting *Siner v. Great Western Railway Company* (17 W. R. 417, L. R. 4 Ex. 117), if, indeed, it is not quite inconsistent with it. As *Siner's* case was a decision of the Exchequer Chamber this result could, of course, only be reached under the protection of more recent decisions in that court, and the decision of the House of Lords and the expressions used there in giving judgment in *Bridges v. North London Railway Company* (23 W. R. 62, L. R. 7 H. L. 213). It must be admitted that these cases have gone far to shake the authority of *Siner's* case, which was itself not a unanimous decision either in the Exchequer or the Exchequer Chamber. The facts in the recent case were practically identical with those in *Siner's* case, or if not quite identical only differed in such points as will not affect the bearing of the case as an authority. It was, speaking shortly, the old case of part of the train standing beyond the platform, and a female passenger getting out by the help of the footboard without asking that the train should be backed, but in fear of being carried on if she remained in the carriage. The most important feature is the weight given to this last circumstance as a reasonable fear of an inconvenience entitling the passenger to incur voluntarily some degree of danger on the responsibility of the carrier by whose default a proper landing-place was not provided; and on this point the case affirms the principle laid down by Brett, J., in *Adams v. Lancashire and Yorkshire Railway Company* (17 W. R. 884, L. R. 4 C. P. 744), that "if the inconvenience is so great that it is reasonable to get rid of it by an act not obviously dangerous, and executed without carelessness, the person causing the inconvenience by his negligence would be liable for an injury that might result from an attempt to avoid such inconvenience." In this complex problem the amount of the inconvenience feared, the reasonableness of fearing it, the greater or less obviousness of the danger, and the more or less apparent necessity for incurring

the danger for the purpose of avoiding the inconvenience when other ways of avoiding it are possible, will all have to be weighed, and in the result it will be difficult for the court at any time to say that there is no evidence upon which a jury can act, and even difficult to say that a verdict for the plaintiff is against the weight of evidence. Towards the conclusion that the question is one in every case for the jury, subject only to the interference of the court with verdicts so contrary to the evidence as to be perverse, several of the recent cases have strongly tended, and if that conclusion should be reached, it will have the agreeable effect of putting an end to a series of reported cases which should never have been commenced, in which an effort has been made to lay down rules of law in a domain which is strictly one of fact.

The shrewd and now celebrated dilemma of Bramwell, B., "Was there not light enough for the plaintiff to see? then he should not have gone there; Was there light enough? then it was his own fault that he fell," has often been mistranslated—sometimes, we venture to think, even by the learned judge himself—into a general principle. But if it is so translated it becomes manifestly untrue. To put it thus, "It was either negligent to attempt what was attempted, or it was attempted negligently," is merely begging the question in the particular instance, and as a general principle is manifestly false. To say, "It was either dangerous to attempt it, or if it was not in itself dangerous, the mishap must have arisen from negligence," is no better, for the danger, though real, may not have been apparent. To state the first branch thus—"it was obviously dangerous to attempt it," makes it necessary to state the second branch thus—"or it was not obviously dangerous," which makes a true alternative but no dilemma, for that it was not obviously dangerous does not contain, even remotely, any imputation of negligence in the execution. Like most dilemmas, therefore, it fails to convince; but it is a useful mode of presenting sharply the truth that the appearance or the probability of danger ought to increase caution, and that the omission of such increased caution is itself negligence.

With respect to the obviousness of the danger voluntarily incurred, we must add that, in the face of a sufficient peril to be avoided, it is no negligence to accept a very obvious danger, as is shown by the well-known case, cited by the court, of *Jones v. Boyce* (1 Stark. 493), for to jump off the coach was a very obvious danger, yet it was justified by the greater danger of staying on. The opposite perils must be weighed against one another, and no one can be called negligent who chooses what to a reasonable man may appear the less.

Since the abolition, in 1852, of the office of masters in chancery and the appointment of chief clerks in their stead, it has never been the practice of members of the chancery bar to accept briefs to attend before the chief clerks in chambers, and, we believe, there has existed a very general impression amongst chancery barristers that there was a rule of professional etiquette which precluded them from practising before the chief clerks. The alterations effected by the Judicature Acts have naturally led to a considerable amount of discussion amongst equity barristers upon the question whether it was desirable that, under the new practice, they should take briefs before the chief clerks in chambers, and this has resulted in the opinion of four of the leading members of the junior chancery bar being obtained upon the question as to whether any such rule of professional etiquette as that above referred to really existed. We understand that these gentlemen were all, without hesitation, of opinion that no such rule existed, but that the practice which has undoubtedly prevailed of counsel not attending before the chief clerks in chambers originated in directions given by each judge, many years ago, for the regulation of the conduct of business in his own chambers.

Reviews.

THE LAW OF EVIDENCE.

POWELL'S PRINCIPLES AND PRACTICE OF THE LAW OF EVIDENCE. Fourth Edition. By JOHN OUTLER and EDMUND FULLER GRIFFIN. Butterworths. 1875.

The editors of this work put forward "no claim to that exhaustiveness which other works dealing with the law of evidence aim at." Their desire, on the contrary, is to "adhere to the principle" of their author "of not overloading the book with cases." We heartily approve the principle; which, however, is somewhat difficult of application. The editors are probably right, in view of the wishes of the practitioner, in giving it a liberal interpretation, and including all, or nearly all, the cases which can be considered of practical importance; but for our own part we could wish that it had been carried out more rigidly, and that the delicate function of sifting cases had been rather more freely exercised upon the 1,500 cases, or thereabouts, which have been left. We must add, however, that in most instances the cases are tersely abstracted, and the convenience of the reader is consulted by references to more than one set of reports.

The plan of the book is to give pretty frequently, and, as far we can discover, in almost every chapter, a "rule" of general application, and then to group the cases round it. These rules or axioms are printed in a distinctive type. We append two or three examples—

"The law requires that evidence which is the best attainable of its class."

"Hearsay or second-hand evidence is inadmissible."

"The issue must be proved by the party who states the affirmative in substance, and not merely the affirmative in form."

We think that some of the extracts from judgments given in support of the rules might have been condensed, and in place of them more independent criticism given of conflicting decisions. Upon the subject of "confessions," for instance, we read—

"The rule as now recognized is the following:—The statement of a prisoner as to the circumstances of a crime with which he is charged is evidence against himself, unless it has been elicited from him by a person who had at the time, actually or presumably, power to forgive, and who, in that capacity, induced the prisoner to confess, by holding out to him an offer or prospect of forgiveness."

From writers able to state a principle so clearly (and as we think correctly), we should have expected more than a statement, followed by a string of cases, that "the tendency seems to be rather towards an extension than a contraction of the rule." Would not the more proper estimate of the state of affairs be that the rule remains the same, but that of late years the judges have been accustomed to look for stronger evidence of "the statement having been elicited by a person who," &c.?

Several statutes, such as Lord Denman's Act, the Documentary Evidence Act, and five material sections of the Common Law Procedure Act, 1854 (sections 22—27) are very properly printed in an appendix, but we hardly see the necessity for printing so many of the sections in full in the text. The work has been pruned and remodelled by the light of the Judicature Acts, and all the material enactments are to be found in the book with one exception. There is a reference to the rule by which bills of exceptions are abolished, but we do not find any to section 22 of the Act of 1875, which goes so far to neutralize the rule. The authors give in an appendix the Indian Evidence Acts, with some Indian decisions thereupon, and occasionally notice these Acts in the text. It will be remembered that it is not long since an Attorney-General, now upon the bench, gave notice more than once in one session of a "Bill to consolidate and amend the law of evidence." The Bill never saw the light, but we imagine that a similar Bill must sooner or

later be forthcoming, and that the Indian Evidence Act will be one of its main sources.

On the whole we think this a good edition of a good book. It brings down the cases to the latest date, and is constructed upon a model which we should like to see more generally adopted.

THE JUDICATURE ACTS.

THE SUPREME COURT OF JUDICATURE ACTS, 1873 AND 1875, TOGETHER WITH ORDERS IN COUNCIL AND ADDITIONAL RULES OF COURT, WITH PRACTICAL NOTES. By JOHN THOMPSON FITZ-ADAM, Barrister-at-Law. William Maxwell & Son.

Mr. Fitz-Adam's book contains several excellent features. His introduction, which he modestly terms slight and incomplete, is really, in our opinion, one of the best summaries we have seen—accurate, clear, and well arranged. The difficulty of writing such an account of the provisions of the Acts and rules must have been great; and Mr. Fitz-Adam may be congratulated on having produced a sketch of the new procedure which, unlike most outlines, is instructive and interesting.

Another feature of the book is an elaborate and convenient time-table, so arranged as to show at once, not only the time within which the various steps in an action must be taken, but also the rule prescribing such time and the page at which the rule is to be found. The index, though not of the prodigious length which has recently come into vogue, seems to us to be, on the whole, sufficiently full. We do not quite understand, however, the principle on which the sub-headings are arranged or selected. Thus, under "Writ of Summons," there are sub-headings specially referring to the different indorsements; but under "Indorsement on Writ" the only indorsement particularly referred to is the special indorsement under ord. 3, r. 6. We think an alphabetical arrangement of the sub-headings would have been found more convenient.

The notes give proof of industry and care; they afford a good deal of historical and antiquarian information, and seldom fail to draw attention to the changes which have been effected. The cross-references, moreover, are frequent, and Mr. Fitz-Adam does not waste his space in criticising the Act or rules. He says, very sensibly as it seems to us, that "the province of the author who desires to produce a practically useful book, which shall, to the best of his ability, assist in familiarizing an important statute, and making its study more easy, hardly extends to criticising its details or speculating as to its success." But although Mr. Fitz-Adam does not err in this way, we think many of his notes might have been made more practically useful. Take, for instance, the note to section 25, sub-section 8, of the Act of 1873. It consists of a reference to the provisions of the Common Law Procedure Act, 1854, relating to *mandamus* and injunction; to the construction given by the courts to those provisions; to the former chancery provisions as to injunctions and receivers, and to ord. 54, r. 2, restricting a master or registrar from making an order for a *mandamus* or receiver, and it is also stated that the order may be made by the court or a judge *ex parte*, or with notice. Surely some reference should have been given to ord. 52, and something should have been said of the extension given to the power of appointing receivers? And a few words of explanation would certainly have been useful as to the object of the latter part of the section. We observe that of the incorporated legislation only the provisions of statutes 15 & 16 Vict. c. 86, relating to parties, and 1 & 2 Vict. c. 110, 3 & 4 Vict. c. 82, and 5 Vict. c. 5, relating to charging of stock and *distringas*, are given under the rules referring to them. We ought to add that Mr. Fitz-Adam has placed excellent marginal notes to the rules, and has appended notes to many of the forms in the appendix to the rules.

Notes.

THERE HAVE BEEN MANY CASES in which directors or other persons who have been registered by a company as the holders of shares fully paid up, have nevertheless in the winding up of the company been held liable to be placed on the list of contributories as the holders of ordinary unpaid shares. That, however, the principles on which cases of this kind are based must not be pushed too far is shown by a decision of the Court of Appeal on Friday the 12th ult., in *Carling's case*, where an order made by the Master of the Rolls was overruled. A person who had agreed to sell to an intended company some oil wells in Canada, in consideration of the payment of a large sum of cash, and the allotment to him of a number of fully paid-up shares in the company, asked three gentlemen in Canada to become directors, and promised that, if they would consent, he would transfer to them a sufficient number of fully paid-up shares to qualify them. On these terms they consented to act as directors, and soon afterwards they took part in ratifying and adopting on behalf of the company the agreement for the purchase of the property. By the vendor's direction a number of shares (part of those to which he was entitled under the agreement) were afterwards allotted to those three directors as fully paid up, and their names were entered on the company's register accordingly. They never made any application to the company for shares, nor did they sign the memorandum of association. All they did was to accept the certificates of fully paid-up shares which were sent to them, and to act as directors. The contract with the vendor was duly registered in compliance with section 25 of the Companies Act, 1867. Under these circumstances the Master of the Rolls was of opinion that the shares which stood in the three directors' names must be treated as unpaid, and that they must be placed on the list of contributories accordingly in respect of shares on which nothing had been paid. The Court of Appeal (consisting of James and Mellish, L.J.J., Bramwell, B., and Brett, J.) unanimously reversed this decision. They were of opinion that the directors had been guilty of a breach of trust or a misfeasance in relation to the company, and that therefore, as in *Re The Morvah Consols Tin Mining Company* (24 W. R. 49), they would be liable, upon a proper application being made under section 165 of the Companies Act, 1862, to pay compensation to the company for their misfeasance or breach of trust. But, as they had not entered into any contract with the company to take shares, and had only accepted from the vendor some of those shares which he was entitled under his agreement with the company to have allotted to himself or his nominees as fully paid up, the shares thus allotted in pursuance of the agreement could not be treated otherwise than as fully paid up. The transaction was in effect the same thing as if the shares in question had been allotted to the vendor, and then by him, either voluntarily or in pursuance of a previous understanding or agreement, transferred to the directors. Such a transfer could only be regarded in the light of a bribe given by the vendor to the directors as a reward for services rendered to him at a time when they were acting as agents for the company, and ought to have considered the company's interests alone. In this state of things the company would have been entitled, if the shares had become a valuable property, to insist upon their being re-transferred to them, or, if the directors had sold the shares, the company would have had the right to compel the directors to hand over the profits which they had received. Then there was the third alternative of compelling the directors to compensate the company for the loss they had sustained by reason of their having been deprived of the opportunity of allotting the shares to some one else who would have paid for them. If, as in the *Morvah Company's case*, the shares had been at one time in demand, and could have been allotted to other persons if the directors had not taken them, the damages payable for the breach of trust would have amounted to the same thing as the payment of calls on the shares. But if, as appeared more probable in *Carling's case*, from the circumstance that no shares beyond the vendor's fully paid-up shares were ever allotted, with the exception of seven shares allotted to the subscribers of the memorandum of association, the shares of the company were never of any value at all, then the damages to be re-

covered by the company might be practically nothing. It was, therefore, a matter of considerable importance to the directors to obtain, as they did, a discharge of the order of the Master of the Rolls, though this was done without prejudice to any application that might be made under section 165.

IN A CASE OF *Ex parte Lennard*, heard by the Court of Appeal on Tuesday, November 30, a question arose as to the effect of a composition accepted by a trustee in bankruptcy under section 23 of the Bankruptcy Act, 1869, with regard to the position and rights of a creditor who, before the commission of the act of bankruptcy on which the adjudication was founded, had levied an execution for a debt of more than £50 on the goods of a trader; an execution which, though perfectly good as against the trader himself, would have been void under section 87 as against his trustee in bankruptcy if a bankruptcy supervened, either before the sale of the goods, or within fourteen days after a sale had taken place. In *Ex parte Lennard* execution was levied for a debt above £50 on a trader's goods on the 7th of December. On the 10th of December he committed the act of bankruptcy upon which he was afterwards adjudicated a bankrupt. After the appointment of a trustee the creditors resolved under section 23 that the adjudication should be annulled, and that they would accept a composition of 1s. in the pound, payable in three instalments—six, twelve, and eighteen months after the date of the annulling of the adjudication, and to be secured by the covenant of the bankrupt, and by an assignment of all his personal property to the trustee, for the purpose of securing the payment of the composition, and with power of sale in case of default. This arrangement was approved by the court, and an order annulling the adjudication was made. The question then arose whether the execution creditor had a right, as he claimed, to proceed to sell the goods which he had seized. It was contended on his behalf that, he being, as regarded the bankrupt, in effect in the position of a mortgagee, the Court of Bankruptcy had no jurisdiction in a case of composition to determine his rights, and that, if it had, still, on the authority of *Ex parte Jones* (23 W. R. 886), the acceptance of the composition revested the bankrupt's property in him subject to all the liabilities to which it was subject before the filing of the bankruptcy petition. The court, however, held that, the composition having been made under the direction and with the approval of the court, its effect was to vest (or rather to continue vested) in the trustee under the assignment all that property which had been previously vested in him as trustee under the bankruptcy, and which would have been distributable among the creditors if the bankruptcy had gone on, including, therefore, the goods which the execution creditor had seized. The arrangement amounted in fact merely to the substitution of one machinery for another for the purpose of realizing the estate and paying the creditors the dividend of 1s. in the pound, and, even if the result of the annulling of the adjudication was to re-vest the bankrupt's property in him, it was at the most a legal estate which became vested in him, and it was subject to the equitable interest previously acquired by the creditors under the bankruptcy, which might be regarded as a disposition of the property duly made under section 81, and subject to the obligation to execute the assignment for the benefit of the creditors. The case practically remained "a case of bankruptcy" within the meaning of section 72 of the Act, and the court had full jurisdiction to decide the question. This is, we believe, the first decision upon the effect of an arrangement under section 28.

ON THE SAME DAY, in a case of *Ex parte Andrew*, the question (which was referred to in *Ex parte Kibble*, 23 W. R. 433, L. R. 10 Ch. 373) arose for direct decision, viz., whether it is competent under the Bankruptcy Act, 1869, and the rules of 1870, for two or more creditors claiming to have distinct debts due to them by the same person, to join in serving one debtor's summons upon him for the aggregate amount of their debts. Lord Justice James adhered to the opinion which he expressed in *Ex parte Kibble* that this is a very inconvenient course, but upon full consideration, he agreed with the rest of the court in thinking that it was the intention of the Act that two or more creditors, each of whose debts is less than £50,

but the aggregate of whose debts amount to that sum should be able to unite in issuing one debtor's summons with the view of compelling the debtor to commit an act of bankruptcy, just as section 6 of the Act expressly provides that a bankruptcy petition may be presented by two or more creditors if the aggregate amount of the debts due to them is not less than £50. There was this further point in *Ex parte Andrew*. The summons was issued by two creditors whose debts were respectively £26 and £33. The debtor did not apply to have the summons dismissed, but, within the seven days limited for compliance with it, he tendered to the first creditor his debt of £26, and the tender was refused. He made, however, no tender to the other creditor. And the court held that, notwithstanding the tender of the £26, an act of bankruptcy had been committed, as there had been a neglect to pay the whole sum claimed by the summons. The court could not compel the one creditor to receive his debt merely for the purpose of defeating the act of bankruptcy.

Societies.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 2nd inst., the following being present, viz., Mr. Steward (chairman), and Messrs. Borges, Carpenter, Collinson, Fow, Lovell, Nisbet, Sidney Smith, and Boodle (secretary). Five grants amounting to £40 were made to the sister of a member, to three widows of non-members, and to the daughter of a non-member, and the ordinary business was transacted.

LEGAL DISCUSSION SOCIETY.

This society has resumed its meetings, and on Wednesday last the subject for discussion was "The rules and orders made in pursuance of the Judicature Acts, 1873 and 1875, as affecting chamber practice." It was moved "That the rules of court under the Acts in question as affecting chamber practice are altogether unsatisfactory." The resolution was carried by a slight majority, several of the members remaining neutral.

General Correspondence.

COUNTY COURTS ACT, 1875.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be glad if one of your readers would give me an opinion whether ord. 8, r. 12, of the Consolidated County Court Orders and Rules (1875), applies to default summonses under section 1 of the above Act.

By section 1 of the Act, and by ord. 8, r. 27, a default summons must be personally served. By ord. 5, r. 9, persons liable as co-partners may be sued in the name of their respective firms. By ord. 8, r. 12, it is provided that where partners are sued in the name of their firm service of the summons must be either upon any one or more of the partners, or at the principal place of business in England of the partnership, upon any person having apparently at the time of service the control or management of the partnership business there.

I have issued several default summonses against partnership firms under section 1, and intend serving the managers of the defendants' business, but the county court officer tells me that I cannot sign judgment in such cases without personal service. If this is so the benefit of section 1 does not extend to plaintiffs suing partnership firms. X.

BARRISTERS BEFORE THE CHIEF CLERKS.

[To the Editor of the Solicitors' Journal.]

Sir,—The decision in the case of *Powell v. Slater*, at the Rolls Chambers on the 25th inst. was the lucky result of a bold experiment which, if allowed to pass unchallenged and to become the settled practice, will be simply ruinous to the unhappy suitors for whose benefit the recent changes are

supposed to have been made. In that case a barrister appeared before the chief clerk and was heard. Objection appears to have been taken at the time to a barrister appearing before the chief clerk, but Mr. Marshall is reported to have said that "he knew of no reason why counsel should not be heard in such cases," and overruled the objection.

The *Times*, in reporting the case, concludes with the significant remark "that this change in the practice, if recognized generally, will be of considerable importance both to the suitors and the profession."

I commend it to the consideration of your readers. The bar will gain much: suitors will lose much. The costs of proceedings in chambers, if this becomes the rule, will be doubled and trebled, but the suitors are helpless in the matter. The body who should represent their interests, and move in the matter—the solicitors—are neither united enough nor strong enough to interfere. Can any of them think of this without mortification? United as they should be, the solicitors would be the strongest body in the land: divided as they are they are the weakest. I.

ADVERTISING CIRCULARS.

[To the Editor of the Solicitors' Journal.]

Sir,—We beg to forward you a circular we have received, and which you may consider worthy of a place in your columns.

CHAS. C. ELLIS & Co.

19, St. Swinith's-lane, London, E.C., Dec. 2.

[The following is the circular alluded to. We do not think it necessary to advertise the name of the sender:—

Birmingham, November, 1875.

Dear Sir,—As many solicitors practising at a distance from Birmingham (who have at present no recognized local correspondent) will now have frequent occasion for a professional agent to conduct their business at the Birmingham District Registry under the Judicature Acts, and may be unacquainted with the address of any solicitor practising as an advocate in the Birmingham County Court, I beg to inform you that I am prepared to undertake for the profession, on the usual agency terms, any business they may have from time to time in connection with the Birmingham Registry.

I have no desire in any way to seek for business belonging in the remotest degree to any one else, but simply wish it to be known to those who have no agent here that I am prepared to undertake their business.—Yours truly,

The office of Registrar of the Hanley County Court (Circuit No. 26) has become vacant by the death of Mr. Charles Edward Challinor, the town clerk of Hanley.

A case, says the *Times*, came before Mr. Headlam, the stipendiary magistrate at Manchester, on Wednesday, which disclosed an important omission in the Public Health Act of last session. A wholesale confectioner was summoned for having deposited on his premises a quantity of butter which was putrid and unfit for food. The condition of the material had been proved at a previous hearing, and Mr. Page, superintendent of markets, who prosecuted, was about to call a witness to show that it had been intended for human food, when Mr. Cobbett, who appeared for the defence, pointed out that the Nuisance Removal Act, under which the summons had been issued, was wholly repealed by the Public Health Act passed last session. The latter Act, however, contained a clause (clause 116) exactly similar to one in the former, empowering the authorities to take proceedings only for the possession of any "animal, carcass, meat, poultry, game, flesh, fish, fruit, vegetables, corn, bread, flour, or milk." There were no general words. The summons charged the defendant with "having deposited for sale certain meat—to wit, thirteen tubs of butter," but butter could not be described as meat, and therefore the summons must fail. As the law stood there was no power to prevent any one from selling bad butter. Mr. Headlam agreed with Mr. Cobbett, and expressed a wish that when the Legislature passed the Public Health Act they had done it in a proper form. He asked if Mr. Page had any observation to make, and Mr. Page said he did not see how, by any ingenuity, butter could be made into poultry, fruit, or game. The case was then dismissed.

Appointments, &c.

Mr. RICHARD BOWSER, solicitor, of Bishop Auckland, has been appointed Clerk to the County Magistrates at that place, in the room of the late Mr. William Dale Trotter. Mr. Bowser was admitted a solicitor in 1853, and is in partnership with Mr. Richard Danvers Ward. Mr. Bowser is appointed Under-Sheriff for the county of Durham for the year 1876.

The Right Hon. STEPHEN CAVE, barrister-at-law, M.P., has been appointed by the Government to proceed to Egypt on a financial mission. Mr. Cave is the eldest son of the late Mr. Daniel Cave, of Cleve-hill, Bristol, and was born in 1820. He was educated at Harrow, and at Balliol College, Oxford, where he graduated second class in classics. He was called to the bar at the Inner Temple in Michaelmas Term, 1846, and formerly practised on the Western Circuit. He was also for several years a director of the Bank of England. Mr. Cave has been M.P. for Shoreham in the Conservative interest since 1859. From July, 1866, till December, 1868, he was Vice-President of the Board of Trade and Paymaster-General. On the formation of the present Ministry he became Judge Advocate-General, which office he has just vacated.

The Right Hon. Sir WILLIAM ROBERT SEYMOUR FITZGERALD, G.C.S.I., D.C.L., M.P., barrister-at-law, has been appointed Chief Charity Commissioner, in succession to the late Sir James Hill. Sir Seymour Fitzgerald was educated at Oriel College, Oxford, where he graduated second class in classics in 1835, having two years previously obtained the Newdegate prize for English verse. He was called to the bar at Lincoln's-inn, in Hilary Term, 1839, and formerly practised on the Northern Circuit. He was elected M.P. for Horsham in the Conservative interest in 1847, but soon afterwards was unseated on petition; and he represented the borough from 1852 till 1855. He was Under-Secretary of State for Foreign Affairs, from February, 1858, till June, 1859. In 1863 he received the honorary degree of D.C.L. from the University of Oxford, and from 1867 till 1872 he was Governor of Bombay. He was sworn a privy councillor on his appointment, and in 1868 he was created a Knight Grand Cross of the Order of the Star of India. He was again returned for Horsham in February, 1874.

Mr. JOHN PERRY GODFREY, solicitor, of 6, South-square, Gray's-inn, has been appointed a Commissioner to take Affidavits in the Supreme Court of the Colony of South Australia, and also a Commissioner to administer Oaths and to receive the Acknowledgments of Deeds by Married Women in and for the Colony of West Australia.

Mr. EDWARD PARKER, solicitor (of the firm of Parker & Parker), of Thame, has been elected Clerk to the newly-formed Stokenchurch School Board. Mr. Parker was admitted a solicitor in 1871, and is also clerk to the Long Crenon and Bledlow School Boards.

Sir ALFRED STEPHEN, K.C.M.G., has been appointed Lieutenant Governor of New South Wales. Sir A. Stephen is the third son of the late Mr. John Stephen, many years a judge of the Supreme Court of New South Wales. He was born in 1802, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1823. He was appointed Solicitor-General of Van Diemen's Land in 1825, and Attorney-General of that colony in 1832. He was made a judge in the colony of New South Wales in 1839, and Chief Justice in 1845, and he soon afterwards received the honour of knighthood. He was created a Civil Commissioner of the Bath in 1862, and a Knight Commander of the Order of St. Michael and St. George in 1874. He resigned his seat on the bench about two years ago.

Mr. GEORGE WADHAM, solicitor, has been appointed Under-Sheriff of the City and County of Bristol for the current year, 1875-76.

The office of clerk to the Dyers' Company has become vacant by the resignation of Mr. Henry Batt.

The Solicitor-General has received the honour of knighthood.

Judges' Chambers.*

(Before LUSH, J.)

Nov. 23.—*Michael v. Corner.*

Application to proceed under the Acts in order to deliver counter-claim—Judicature Act, 1873, s. 22—Ord. 19, r. 3.

This was an action for non-acceptance of ship, delivered according to contract. The action had been standing for trial since July. The defendant desired to set up a counter-claim for damages, in respect of the deposit of another ship with the plaintiffs as part payment. On behalf of the defendant it was stated that there had been fraudulent misrepresentation by the plaintiff as to his ship being of a certain class, whereas he had bought it a fortnight before as an unclassified ship. There was also a dispute as to whether the value of the ship deposited by defendant in part payment was £500 or £1,000. It appeared that, with regard to this second ship, a chancery suit had been commenced by the defendant.

LUSH, J.—Unless you undertake to pay the costs of the chancery suit, I shall not allow the counter-claim to be set up. Subject to your giving security for those costs to the satisfaction of the master, I give you the direction asked. Costs of amendment to be plaintiff's in any event.

Nov. 23.—*Amis v. Clark.*

County court appeal—Judicature Act, 1873, s. 45.

In the case of an appeal from a county court, in which his lordship had already given eight days' extension of the time for appealing, in consequence of the divisional court not yet being constituted [*ante*, p. 56] he was asked to still further extend the time.

LUSH, J.—I cannot go on extending the time during which you may appeal. You must apply to the court to appoint a divisional court for hearing these appeals. I will give you two days' further time to make that application.

(Before QUAIN, J.)

Nov. 24.—*Geoghegan v. Damer.*

Staying action—Judicature Act, 1873, s. 24, sub-section 6.

An application was made to stay this action in consequence of the pendency of an administration suit in the Chancery Division. The question in the suit appeared to be one between an executor, the present plaintiff, and the widow, the present defendant, as to whether the will of the testator should be administered according to the French or English law. The action was in detinue for bonds, being part of the estate.

QUAIN, J.—In this case a suit for administration by the widow is pending, to which the executor is a party. Under the old law, the moment the administration suit was commenced in the Court of Chancery, an injunction issued as of course to restrain the creditors from proceeding against the executor. I think the Acts intended proceedings to be stayed here in clear cases.

Order to stay proceedings.

Petheram, for defendant.

Nov. 24.—*Bell v. Lowe and Others (Executors).*

Staying action—Ord. 15, rr. 1, 2; ord. 3, r. 8.

This was a summons, similar to the above, to stay proceedings in an action pending an administration suit. The plaintiff had obtained an order for an executor's account from the chief clerk under ord. 15, rr. 1, 2; the writ being indorsed under ord. 3, r. 8.

QUAIN, J.—This is one of the cases intended by the Act; the order for account is the same as the old decree.

Crompton, for the plaintiff.

R. Harrison, for the defendant.

Nov. 24.—*Twyeroff v. Grant and Another.*

Striking out defence on failure to answer—Ord. 31, r. 20.

This was an action under the Companies Act, 1862, for issuing a fraudulent prospectus. Several orders had been

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

made in July, September, and October calling upon the defendant Grant to answer interrogatories. An application to strike out defendant Grant's defence for failure to answer had been made before Lush, J. [*ante*, p. 54] who gave him a week further, but as he had not complied with the order, the application was now renewed. On behalf of the defendant the affidavit in answer was produced, but it had not yet been filed.

QUAIN, J.—I never heard of such procrastination. The power given by the Act was intended expressly to meet the case of such procrastinators as the defendant. I will make the order to strike out his defence unless he files his answer within twenty-four hours. Costs of this application to be paid by defendant Grant.

Nov. 24.—*Drake's Patent Concrete Co. v. Dower.*

Injunction—Judicature Act, 1873, s. 25, sub-section 8—Ord. 52, rr. 3, 4.

This was an *ex parte* application for an injunction to restrain the defendant from pulling down a building which he alleged was not built according to contract. A house was in course of erection by the plaintiff for the defendant, and the defendant had begun to pull it down.

Order given to restrain the defendant from pulling down the partially-erected house, or any part of it.

Nov. 25.—*Goddard v. Poole and Another.*

Application to proceed under the Acts—Judicature Act, 1873, s. 22—Ord. 50, rr. 2, 4.

This was an action brought on a bill of exchange for £110, drawn by defendant Poole and indorsed to plaintiff. Poole had become bankrupt and suffered judgment by default; Lowring had been appointed trustee. This was an application to proceed under the Judicature Acts, and to let in Lowring, the trustee, to defend the action, £180 being paid into court.

Bremner, for Poole's trustee, said that the judgment had been snapped against them.

Knight, for plaintiff.

QUAIN, J.—It is only a question of terms. I will order that the judgment be set aside on payment of costs, and that the trustee be at liberty to defend in the name of the debtor; money to remain in court.

Nov. 25.—*Hancock and Others v. De Niceville.*

Equitable replication—Judicature Act, s. 22; s. 24, sub-section 1.

This was a summons for leave to amend replication, which had been struck out by Lush, J. [*ante*, p. 56.] The declaration in this case was for goods sold and delivered. Pleas: *Non assumpsit* and coverture. The replication had been amended by stating that the defendant was possessed of separate estate.

R. Williams, for plaintiff.—We wish to proceed under the Judicature Acts in order to enable us to avail ourselves of this replication, which is good in equity. This is not the case of replying to a plea of infancy or coverture, fraudulent concealment of infancy or coverture, which would be bad. We do not allege any concealment.

L. Kelly, for defendant.—If this amendment is allowed, the cause should be sent over to the Chancery Division, as the question will be purely one of equity.

QUAIN, J.—That would soon bring us back to the old system. This suit began and went to plea upon the personal undertaking of this lady to pay for goods sold and delivered, and she pleaded coverture; the plaintiff now desires to turn it into a suit against her separate estate. Under these circumstances, I cannot give him better terms than that, on payment of all costs from writ downwards, the plaintiff may turn his declaration into a statement of claim.

Nov. 25.—*Amis v. Clark.*

Appeal from county court—County Courts Act, 1875, s. 6; Judicature Act, 1873, s. 45.

This was an *ex parte* application by way of appeal from a county court judge. The matter had been twice before Lush, J., who had given first a week's (*ante*, p. 56) and then two days' extension of the time for appealing, for the purpose of appealing to the divisional court, when constituted.

E. W. Byrne, for the applicant.—I first applied to Vice-Chancellor Malins, but he said he could not assist me. I then applied to the court, but they said they could do nothing, as a divisional court was not yet constituted. I suggested that they should constitute one, but they declined to do that, and said a meeting of the judges would first be necessary. I call your lordship's attention to what was done by the Vice-Chancellor in *Eccles v. Eccles*, [24 W. R. 39] and ask you to adopt that course in the present instance.

QUAIN, J.—I should not be disposed to follow exactly the form of the order in *Eccles v. Eccles*. I think that I had better give you a rule nisi calling upon the plaintiff to show cause before the judge in chambers why the judgment in his favour should not be reversed. You must have a verified copy of the judge's notes, under ord. 58, r. 11.

Solicitors for the appellant, F. J. & G. J. Bratkenridge.

Nov. 26.—*Cappelleus v. Brown.*

Application to proceed under the Judicature Acts—Counter-claim—Judicature Act, 1873, s. 22—Ord. 19, r. 3; ord. 20, r. 3.

This was an action for the price of timber by a Norwegian merchant. The present application was by the defendant to proceed under the Judicature Acts, on appeal from Master Manley Smith. The declaration was delivered on October 30.

Knight, for the defendant.—We desire to set up a counter-claim for insufficient delivery in respect of other cargoes. We are ready to pay the money into court.

Edwyn Jones, for the plaintiff.—The present action is brought for the price of timber delivered in pursuance of a contract made in April; the counter-claim which they ask to set up is that the delivery of timber, in pursuance of a contract made in March, and for which they have paid, was insufficient. If the Act is held to allow such a counter-claim, it will be a great hardship to merchants.

QUAIN, J.—That the counter-claim here set up is brought upon an earlier contract than the original action may be a very good defence to it, but is not a sufficient reason for refusing to allow it. I have a discretion as to allowing the defendant to set up a counter-claim; and may strike it out, after it has been set up, when I think it ought not to be allowed. For instance, in an action for assault and battery, I would not allow a counter-claim to be set up for seduction of defendant's daughter. It was the scandal of the past procedure that A. might have a liquidated claim against B., and B. a claim for damages against A., and yet B. could not set up his claim in an action by A., but must bring a fresh one. Pleading a counter-claim under circumstances such as the present I look upon as analogous to pleading a defence arising after action brought, and therefore it comes within the principle of ord. 20, r. 3. I order that defendant be at liberty to deliver his counter-claim, and that the plaintiff have a week to consider whether he will continue his action. If he elect to discontinue, all the costs to be his.

Decision of master reversed. Appeal allowed.

Nov. 27.—*Habershon and Another v. Gill.*

Application to appoint a receiver—Judicature Act, 1873, s. 25, sub-section 8—Ord. 52, rr. 4, 3.

This was an action of ejectment by a landlord against his tenant, a builder. An *ex parte* application was now made on behalf of the landlord for the appointment of a receiver.

Jason Smith, for applicant.—The defendant, under a covenant in his lease, should have completed the house let to him by the plaintiff; he has not done so, and the house is now falling into disrepair. I ask, therefore, for a receiver to be appointed to prevent waste. I refer your lordship to section 25 of the Act of 1873, sub-section 8. Where property is being wasted it is the universal practice of the Court of Chancery to appoint a receiver.

QUAIN, J.—There is an excellent provision in ord. 52, r. 3, for the protection of property. But that order cannot be made *ex parte*. I can make no order unless you give me an authority to prove that the Court of Chancery would appoint a receiver where property is falling into decay. This is a novel application here, and I will adjourn it for you to give me express authority on the point.

Nov. 29.—The above application was to-day renewed by Jason Smith, who cited *Boehm v. Wood*, [Turn. & R. 345]

as an express authority for his application; and further argued that, even if the Court of Chancery would not in this case have appointed a receiver under the old practice, the power of doing so was now much enlarged, and, in the words of section 25, sub-section 8, of the Act of 1873, the order may now be made in all cases in which it shall appear to be just or convenient.

QUAIN, J.—What you ask me for is to appoint a receiver in a pending action to take care of the property. Since Saturday I have had an opportunity of consulting a Vice-Chancellor, and I am told that the Court of Chancery never interfered with the legal estate upon the application of the party who had the legal estate, and that he had never heard an application similar to the present. The latter part of sub-section 8 applies apparently only to injunctions, and not to the appointment of a receiver. With regard to the words "just or convenient" in the earlier part of sub-section 8, where such very wide words are used, it is necessary to refer to the old practice, and to interpret them by that. At all events I shall not do this *ex parte*; you can take out a summons, but I do not encourage you to do so. It seems to me to be unnecessary. My advice to you is not to go to the trouble and expense of having a receiver appointed, but to put in some one in the neighbourhood as a caretaker for yourselves.

Solicitors for the plaintiff, R. S. Taylor & Son.

Nov. 27.—*Restell and Wife v. Steward.*

Particulars of statement of claim—Embarrassing and inconsistent pleading—Ord. 27, r. 1.

In this case, which was an action for slander, a summons for particulars of, to whom, when, and where the alleged slander was uttered, was taken out by the defendant. The master refused particulars as to whom, but allowed them as to when and where. From this decision both parties appealed to the judge, who adjourned the appeal till after the delivery of the statement of defence, *Shortt*, for the plaintiff, alleging that the defendant would probably set up a plea of justification.

The adjourned appeal now came on; and the statement of defence, which is set out below, was handed to the judge.

QUAIN, J., refused to allow any particulars.

A summons, taken out by the plaintiff, was then heard, calling upon the defendant to amend his statement of defence, which was as follows:—

Statement of defence.

1. The defendant denies that he spoke and published of the plaintiffs the words as in the 3rd paragraph of the statement of claim mentioned with the meaning as therein alleged.

2. The defendant denies that the said words were spoken and published by him of the plaintiffs maliciously.

3. The defendant further says that a letter was written by the plaintiff Thomas to the plaintiff Emma Elizabeth, imputing misconduct to her (the contents of which were not divulged by the defendant to any person), and that if any mention was made of such letter, or if anything was said by the defendant with reference thereto, such mention was made and such thing was said for the purpose of denying and contradicting any such imputation, and not otherwise.

4. The defendant further says that the companionship and hospitality of the several persons mentioned in the 5th paragraph of the statement of claim have not been lost, nor have the plaintiffs been deprived thereof, by reason of the alleged speaking and publishing by the defendant of the words as in the 3rd paragraph of the plaintiffs' statement of claim mentioned.

Wheeler, for the defendant.—Paragraphs 1, 2, and 4 of the statement of defence are equivalent to a plea of not guilty. Paragraph 3 was inserted for the purpose of complying with ord. 19, r. 22.

Shortt, for the plaintiff.—Paragraph 3 is an attempt at justification couched in most embarrassing language. I object to it as inconsistent with the rest of the statement. The statement of defence is now one pleading, and cannot contain inconsistent allegations. I contend that under the new procedure there cannot be a plea of not guilty, and of justification.

QUAIN, J.—Mr. Wheeler is making experiments under the

new system. I do not blame him at all; the pleading portion of the new procedure appears to me to be its weak side. The slanderous words alleged here are, "I have seen a letter imputing misconduct to the plaintiff's wife." Paragraph 3 is, therefore, tantamount to a plea of justification. If the defendant wished to justify he should have said: "I have seen a letter from plaintiff to his wife, imputing misconduct to his wife." I will strike out, under ord. 27, r. 1, all the latter part of paragraph 3, from the words "the contents of which," down to the end, as embarrassing. But I cannot go quite to the length that Mr. Shortt would have me, and hold that not guilty and justification cannot now be pleaded together; consequently the statement of defence may stand, after the above amendment has been made.

Solicitors for the plaintiffs, *Fallows & Brown.*

Solicitors for the defendant, *Merriman, Powell, & Co.*

Nov. 29.—*Wilson v. Dundas and Stevenson (Garnishees).*

Attachment of debts—Ord. 3, r. 6; ord. 45, rr. 2, 5.

This was an application by Wilson, the judgment creditor, to attach half a year's salary, due to Mackenzie, the judgment debtor, from his trustees, Dundas and Stevenson.

Edwyn Jones, for the garnishees, contended that this was a trust debt, and therefore not attachable; and, further, that the debt was not due.

Shaw, for the judgment creditor.

QUAIN, J.—Ord. 3, r. 6, expressly says that there may be a special indorsement of a trust debt. If Mackenzie brings an action against his trustee, he can recover his half-year's salary. It is submitted for the garnishees that there cannot be an attachment of an equitable debt; but there is no distinction now between a legal and an equitable debt. I should be contravening the very object of the Judicature Acts if I were to hold otherwise. If, sitting here, we could not now attach an equitable debt, we might as well be under the *ancien régime*. The debt need not be due, as the words of ord. 45, r. 2, are "debts owing or accruing." As, however, the garnishees dispute the liability, I will order a special case to be stated for determining the question under ord. 45, r. 5.

Solicitor for the judgment creditor, *Keays.*

Solicitors for the garnishees, *Currey & Holland.*

Nov. 29.—*Williams v. Wright.*

Injunction—Form of pleadings—Judicature Act, 1873, s. 25, sub-section 8.

This was an *ex parte* application for an injunction to restrain the plaintiff from building on a particular site.

QUAIN, J.—Why do you not go to the Court of Chancery?

Gorst, Q.C.—Because it is cheaper to come here, my lord.

The dispute between the parties was as to the site of Wellington-road, New Brighton. There was a counter-claim in the action, which stands for trial at the forthcoming Liverpool Assizes, and the heading of the Liverpool form of pleadings, which was produced, was as follows: In original action, Williams, plaintiff, Wright, defendant; in counter-claim, Wright, plaintiff, Williams, defendant.

QUAIN, J.—That is utterly wrong. The new procedure recognizes the party setting up a counter-claim in no other light than as a defendant. The heading of the Liverpool form is simply absurd.

Gorst, Q.C., in support of the application.—We want to stop the plaintiff from building, because he is obliterating our landmarks. The trial will come on in a fortnight, and the jury go to view next week. The other side have got an injunction from your lordship to restrain the defendant from pulling down the plaintiff's building. We only want the plaintiff to be compelled to hold his hand, as the defendant has been compelled to hold his.

An affidavit was put in which stated that the plaintiff's building would conceal the site of the Wellington-road, which was the defendant's boundary, and that the plaintiff had not up to the present time desisted from building.

QUAIN, J.—The affidavit does not state that the plaintiff is doing anything to injure you. The building is already there; if there is any injury, it is done.

Injunction refused.

Solicitors for the defendant, *Chester, Urquhart, Bushby, & Halden*, for Stockley, Liverpool.

Nov. 30.—*Foster v. Lewy.*

Application to sign judgment—Ord. 13, r. 5.

This was an *ex parte* application under the following circumstances. Leave had been given, under the old system, to file a declaration, giving notice to the defendant, who was abroad. The declaration had not been delivered before November 1. Lush, J., had said, on being applied to, that the proceedings must be carried on under the Judicature Acts. The present application was to know whether the plaintiff could now sign judgment under the above rule.

QUAIN, J.—You must take out a summons.

Nov. 30.—*Williams v. Andrews.*

Joinder of third party as defendant—Ord. 16, r. 13.

This cause had come on for trial, and been adjourned for a week, on the application of the *Solicitor-General*, who appeared for the defendant, in order that a special case might be stated, and an application made to the judge in chambers for the joinder of another defendant. The action was brought to recover extras on two building contracts, one for erecting a church, and the other for erecting a vicarage. On behalf of the plaintiff it was alleged that the present defendant was jointly liable with Dean Champneys, who is now dead. It was desired to join his executors as co-defendants with Andrews, which could not have been done under the old procedure. Time would, of course, be given them to plead, and the joinder asked for would probably save expense. On behalf of the executors, it was urged that such an application at this stage of the proceedings was most unreasonable; and that they were advised by counsel that they were not liable, the dean being only liable on the contracts while he was vicar of the church in question. On behalf of the defendant, it was alleged that the defendant was unable to pay the whole sum for which he was sued; that Dean Champneys was liable on the contract, and that his executors should, therefore, be made parties; and that the defendant would not object to an adjournment for the purpose of giving them time to plead.

QUAIN, J.—I do not think it would be reasonable at such a stage of the proceedings as this to join a third party.

No order.

Nov. 30.—*Wood v. Wakefield.*

Injunction—Stay of proceedings—Judicature Act, 1873, s. 24, sub-section 5.

This was an *ex parte* application on behalf of the defendants for a stay of proceedings in the above action.

Wilson, for the defendant.—This is an action of trover by a lady who claims goods, sold by the defendants, who are executors, under an order of the Court of Chancery, when the ordinary administration suit was pending. *Walker v. Middlethwaite* (), is identical with this case, with the exception that the action there was for land instead of goods.

QUAIN, J.—I can well understand that when a bill was filed by all the creditors for administration, an action by a single creditor would be stopped by the Court of Chancery; but this is a different case. I cannot give you this summary relief; it will only be given in very plain cases.

Solicitor for the defendants, *Clements*.

Dec. 1.—*E. Essam Co. (Limited) v. Roche and Gover.*

Application to sign judgment—Ord. 14, r. 1.

This was an action against a firm of solicitors for money due. The defendants were instructed to collect the debts due to the plaintiff company, and had not paid them over; they had a claim against the company of £70 odd, which was admitted, leaving a balance in favour of the plaintiffs of £131 odd. Master Manley Smith had allowed the plaintiffs to sign judgment for this sum, and against this order the defendant Gover appealed. The defendants had dissolved partnership.

W. L. Williams, for the plaintiffs, read an affidavit by the secretary of the company that there was no defence to the action, and stated that Roche never disputed the debt, and had allowed judgment to go by default.

Norton, for the defendant Gover, put in an affidavit by defendant stating that he believed Roche and the plaintiff company to be in collusion; and that he had offered and

was willing now to pay his share of the debt, provided that the company would undertake that execution should not be levied on him for the remaining half.

QUAIN, J.—This is a clear case.

Order of master affirmed. Stay of proceedings pending an appeal to the court refused.

Wednesday, Nov. 24.—ORDER FOR SALE OF GOODS—ORD.

52, r. 2.—This was an action for the unpaid balance on the sale of a horse, and for breach of warranty of a horse delivered in part payment. The plaintiff sold a horse to the defendant, and took another horse in part payment. It was alleged by the plaintiff that this second horse was warranted sound, and had turned out not to be so. The present application was for leave to the plaintiff to sell the second horse.

QUAIN, J.—There is no pretence for saying that this is under ord. 52, r. 2. According to your own statement you received the horse in part payment for the one sold. You can sell it, if you choose to do so, without any order.

COMPULSORY REFERENCE—JUDICATURE ACT, 1873, s. 57.

—This was an application to refer the question in an action for work done to a special referee. The action was brought to recover the sum of £500 for the erection of a skating rink. For the applicant, the defendant in the action, an affidavit was put in which stated that the surveyor had refused to give his certificate as required by the contract, and that a local if not a scientific investigation was necessary. For the plaintiffs it was urged that the certificate of the surveyor was not a condition precedent, under the contract, to their bringing this action; that the claim was for a lump sum; that the only question was whether the work had been properly done; and that the plaintiffs were almost the only builders of skating rinks; and that the only objection that had been taken to the building was that the water lay.

QUAIN, J.—I will make an order to refer to a special referee to be agreed upon by the parties, and in the event of their failing to agree, to a master, the defendant to furnish plaintiff within a week with full particulars of his objections to plaintiff's work, and to state in what respect he alleges the contract has not been performed.

STAYING EXECUTION—JUDICATURE ACT, 1873, s. 24, SUB-

SECTION 2.—Where a judgment has been obtained, and an arrangement is subsequently entered into which would render it inequitable to carry that judgment into effect, execution will now be stayed by a judge in chambers. *Per QUAIN, J.*

OBJECTION TO INTERROGATORY—SUFFICIENT ANSWER—

ORD. 31, RR. 5, 8, 10.—This was a summons under r. 10 of the above order for an order requiring the defendant to answer further an interrogatory in an action for slander by a clergyman. The statement of claim alleged that the defendant had been going about Rock Ferry, where the plaintiff's father resided, stating that the plaintiff had been inhibited. The statement of defence was a denial of this statement. The interrogatory in question was as to whether the defendant had or had not been going about Rock Ferry making this statement. The defendant's answer to this was as follows:—I am advised and believe that the plaintiff is not entitled to this discovery, and, therefore, I object to answer." It was submitted on behalf of the plaintiff that the only mode of taking such an objection was by applying under ord. 31, r. 5, to strike out the interrogatory. For the defendant it was contended that it was open to him to apply to strike out the interrogatory under the above rule, or to take the course he had adopted in the present instance of stating his objection in his affidavit in answer under r. 8 of the same order.

QUAIN, J.—I think the 8th rule of this order applies only to cases of objection on the ground that the answer would criminate the defendant. The proper course to have taken in this case would have been to have applied to strike out the interrogatory. But even if r. 8 could be held to apply to such an objection, the mode of stating it here would not be sufficient.

Order for further answer.

APPLICATION TO PROCEED UNDER THE JUDICATURE ACTS—COUNTER-CLAIM—JUDICATURE ACT, 1873, s. 22, 57—ORD. 19, r. 3.—This was an application by the defendant in an action by a builder for £470, due for work and materials, for leave to proceed under the new Acts to enable him to set up a counter-claim for damages for non-completion. A summons was also taken out by the defendant to refer the cross-claims. The defendant offered to bring £360 into court.

QUAIN, J.—I will order that, upon the defendant bringing £360 into court, the cross-claims be referred to a special referee to be agreed upon by the parties. A statement of defence must be delivered within three days.

APPLICATION TO PROCEED UNDER THE JUDICATURE ACTS—COUNTER-CLAIM—JUDICATURE ACT, 1873, s. 22—ORD. 19, r. 3.—This was an application by the defendant in an action on a charter-party for £73, to proceed under the new Acts to enable him to set up a counter-claim for £203 odd as damages for short delivery and injury to cargo. The defendant had pleaded, amongst other pleas, one of set-off. He produced an affidavit stating that he was advised and believed that he had a good counter-claim as above. For the plaintiff it was urged that, when he brought the action, he was advised that there could be no set-off, as the other side had no liquidated claim; and that if the counter-claim was allowed, it would be necessary for him to get evidence from Australia to meet it.

QUAIN, J.—I would not for a moment give these rules an operation that would oust the plaintiff from a vested right. But this is in reality only a question of procedure, and in no way alters the rights of the parties. Allowing the counter-claim instead of a cross-action is merely giving another and a better remedy for enforcing the same right. That being so, it becomes entirely a question as to terms; and that being an important question, I will take time to consider it.

Subsequently, the order was granted on the terms that the plaintiff should have a week to consider whether he would discontinue his action, and if he elected to do so, that the defendant should pay all the costs.

Thursday, Nov. 25.—INJUNCTION—RECEIVER—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8—ORD. 52, r. 4.—This was an *ex parte* application for an injunction to restrain the defendant from parting with goods in his possession, and for the appointment of a receiver to protect them. An action was pending for the return of oats and straw wrongfully taken possession of by the defendant.

QUAIN, J.—This is a common action of trover. No order.

ORDER FOR INSPECTION—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8—ORD. 52, RR. 3, 4.—This was an *ex parte* application for an order for inspection for the purpose of ascertaining the weight of oats and straw sold, and for an injunction to restrain the defendant from parting with the possession of them until such inspection had been had. An action was pending for the price of oats and straw sold.

QUAIN, J.—How can I order a man not to part with his own property? I have no objection to give you an order for inspection, but I cannot do that *ex parte*. You must take out a summons.

Friday, Nov. 28.—APPLICATION TO SIGN JUDGMENT—COUNTER-CLAIM—ORD. 14, r. 1; ORD. 19, r. 3.—This was a summons in an action for milk sold and delivered where the writ was specially indorsed, calling upon the defendant to show cause why the plaintiff should not sign final judgment. The affidavit stated that the plaintiff's demand was for £36 4s. 4d. for milk delivered, and that in plaintiff's belief there was no defence to the action. On behalf of the defendant it was admitted that the sum named was due; but it was stated that he had a counter-claim to an equal or greater amount. The counter-claim consisted in the breach of a contract in writing to supply the defendant with sixteen gallons of milk *per diem*, at 1s. 8d. per gallon; the alleged breach being that the plaintiff only supplied from four to six gallons *per diem*. In consequence of this default, the defendant, who had contracts to supply several large institutions, had to procure milk at 2s. per gallon, and to pay the carriage for it.

QUAIN, J.—This is a proper counter-claim. The original action for milk delivered and the counter-claim are based on the same agreement. I order that the defendant be allowed to defend, confining his defence to his counter-claim; and that both the original action and the counter-claim be referred to the master.

APPLICATION TO PROCEED UNDER THE JUDICATURE ACTS—SET-OFF—JUDICATURE ACT, 1873, s. 22—ORD. 22, r. 10.—This was an application by defendant to proceed under the Judicature Acts, for the purpose of obtaining judgment for the balance, if the set-off should be found to be in excess of the plaintiff's claim. The claim of the plaintiff was for £28 odd; the set-off was stated to amount to £96. The declaration had been delivered in March; the pleas, one of which was a set-off, in April.

QUAIN, J.—To grant this application will effect no alteration in the legal rights of either party; it is purely a question of procedure. I only give the defendant the power of raising the question of the amount of his claim at the trial. The defendant does not now introduce a new claim. He has pleaded a set-off; and very properly wants to get his claim, which overtops the plaintiff's, decided in this action. I think that it is highly desirable to give him the opportunity he asks for, and I shall therefore do so.

CONSOLIDATION OF ACTIONS—ORD. 51, r. 4.—This was an appeal from the refusal of a master to allow one statement of claim to be delivered by a plaintiff who had issued two writs against the same defendant. One writ was for malicious prosecution; the other for amount of salary due as manager, including three months' salary in lieu of notice.

No order; appeal dismissed with costs.

APPLICATION TO SIGN JUDGMENT—ORD. 3, r. 6; ORD. 14, rr. 1, 3.—This was an appeal from the decision of Master Johnson, refusing leave to sign judgment on a specially-indorsed writ. The plaintiff's affidavit stated that in his belief there was no defence to the action. Issue had been joined. The writ was served before November 1.

QUAIN, J.—I cannot give the plaintiff in this case the benefit of the remedy under ord. 14. This is a very special remedy; and I can only give it according to the letter of the Act. This is not a specially-indorsed writ under ord. 3, r. 6. Appeal dismissed.

A precisely similar application was made in another case, on appeal from Master Dodgson.

QUAIN, J.—I have just decided the question. The writ having been served under the old procedure, it is impossible that it can have been specially indorsed under ord. 3, r. 6. Appeal dismissed.

In another case an application was then made, on appeal from a master, similar to the above, with the difference that the writ had been served since November 1. This was an action for the price of steel and wooden shutters. The plaintiff's affidavit stated that there was no defence. The defendant's affidavit stated that the shutters were not in repair; and that the plaintiff had admitted this by sending a man, who was now repairing them. It was objected to the defendant's affidavit that it did not state to how much of the claim the alleged defence went, as it was bound to do under ord. 14, r. 3; and it was pointed out that the affidavit only spoke of steel shutters, whereas there was a claim of £25 odd for wooden shutters.

QUAIN, J.—To allege that a man is repairing the shutters only goes to show that that is being done which will prevent the necessity of any reduction of the claim. This is one of the most beneficial parts of the new procedure.

The defendant asked for an adjournment that he might file a further affidavit.

Adjourned for a week.

APPEAL NO STAY OF PROCEEDINGS—ORD. 58, r. 6.—It is to be understood that an appeal is now no stay of proceedings or execution; and, therefore, when an application is made to stay for the purpose of an appeal, the applicant will be put under terms. *PER QUAIN, J.*

DISCOVERY OF DOCUMENTS—ORD. 31, r. 12.—The order for affidavit of documents will be granted as a matter of

course, without requiring the applicant to state what is the nature of the documents which the other party has in his possession. *Per* QUAIN, J.

Saturday, Nov. 27.—PARTICULARS.—It was presumed that under the Judicature Acts, particulars of claim would be unnecessary. The statement of claim, or the indorsement on the writ, should give full particulars. *Per* QUAIN, J.

SIGNING JUDGMENT ON SPECIALLY-INDORSED WRIT—ORD. 3, R. 6; ORD. 14, R. 1.—This was an appeal from the order of a district registrar to pay money into court as a condition of not signing judgment in an action for goods sold and delivered. The writ was served before November 1.

QUAIN, J.—The writ could not be indorsed under ord. 3, r. 6. The registrar had no power to make this order. Order rescinded.

PLEADING EVIDENCE—ORD. 19, R. 4.—On the application of a defendant, three paragraphs were struck out of a statement of claim, as being an infringement of the rule that pleadings are not to contain evidence.

Monday, Nov. 29.—LOCAL INVESTIGATION—JUDICATURE ACT, 1873, s. 57.—Where furniture in a house has to be examined, a "local investigation" within the above section is required, and a reference may therefore be ordered without the consent of all the parties interested. *Per* QUAIN, J.

APPLICATION TO SIGN JUDGMENT—ORD. 14, R. 1; ORD. 3, R. 6.—This was an application to sign judgment on a specially indorsed writ. The writ was served in October.

QUAIN, J.—It is impossible that this writ can be specially indorsed under ord. 3, r. 6, because that rule did not then exist.

No order.

SCHEDULE TO ORDER OF OCTOBER 28, 1875, AS TO COURT FEES UNDER THE JUDICATURE ACT, 1875.—The taxing master's per-centage on costs will be according to the scale in the above schedule, in all cases where the costs have not been taxed before November 1. *Per* QUAIN, J. (after consultation with the masters).

Tuesday, Nov. 30.—APPEAL FROM COUNTY COURT—JUDICATURE ACT, 1873, s. 45.—An application for a rule nisi calling upon the other side to show cause why the decision of a county court judge in their favour should not be reversed was refused, on the ground that the decision of the county court judge was correct.

Wednesday, Dec. 1.—DISCOVERY OF DOCUMENTS—ORD. 31, R. 12.—This was an application by a defendant for an affidavit of documents. On behalf of the plaintiff it was urged that the order should not in this case be given as the plaintiff resided in Sweden, and the object was to throw him over the present sittings. He had paid money into court. On behalf of the defendant it was stated that no notice of trial had yet been given.

QUAIN, J.—I will certainly not allow the plaintiff, a foreigner, to be thrown back by this summons. If he does not give notice of trial for these sittings, the defendant can come back.

No order.

A meeting of the judges was held on Wednesday last.

Mr. John Joseph Powell, Q.C., has been elected treasurer of the Middle Temple for the ensuing year.

Sir Richard Baggallay, judge of the Court of Appeal, has been sworn in as a member of the Privy Council.

The Town Council of Nottingham have rejected a proposition for the appointment of a stipendiary magistrate.

The syndicate appointed by the University of Cambridge on the 9th of June to consider whether any, and, if any, what steps should be taken to give further facilities for the residence and education at the University of candidates for the Civil Service of India, have recommended that a Readership of the Laws of India be established.

Court Papers.

SUPREME COURT OF JUDICATURE.

MICHAELMAS SITTINGS FOR DECEMBER, 1875.

COURT OF APPEAL

Lincoln's-inn.

Wednesday..Dec 1	{ Apps. from orders made on interlocutory motions, and other apps.	Friday ..10	{ Appeals
Thursday .. 2	{ Bkcy. apps. and other apps.	Saturday ..11	{ Appeals
Friday 3		Monday ..13	{ Appeals
Saturday .. 4	{ Appeals.	Tuesday....14	{ Appeals
Monday..... 6		Wednesday..15	{ Apps. from orders made on interlocutory motions, and other apps.
Tuesday 7	{ Apps. from orders made on interlocutory motions & other apps.	Thursday ..16	{ Bkcy. apps. & a. apps.
Wednesday .. 8	{ Bkpt. apps. & other apps.	Friday ..17	{ Appeals.
Thursday 9		Saturday ..18	{ Appeals.
		Monday ..20	{ Appeals.
		Tuesday....21	

N.B.—The Lords Justices will take Petitions in Lunacy every Saturday during the Sittings.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

MASTER OF THE ROLLS.

At the Rolls House.

Wednesday..Dec 1	{ General paper.	Friday ..10	{ General paper.
Thursday .. 2	{ Motns. adj. sams. & gen. pa.	Saturday .. 4	{ General paper.
Friday 3	{ General paper.	Monday ..13	{ General paper.
Saturday .. 4	{ Petns., sht. caus., adj. sams., and gen. pa.	Tuesday....14	{ General paper.
Monday 6	{ General paper.	Wednesday..15	{ General paper.
Tuesday.... 7	{ Motns. adj. sams. & gen. pa.	Thursday ..16	{ Motns. adj. sams. & gen. pa.
Wednesday.. 8	{ General paper.	Friday ..17	{ General paper.
Thursday .. 9	{ General paper.	Saturday ..18	{ General paper.
Friday ..10	{ General paper.	Monday ..20	{ General paper.
Saturday ..11	{ Petns., sht. caus., adj. sams., and gen. pa.	Tuesday....21	{ General paper.
Monday ..13	{ General paper.		
Tuesday....14	{ General paper.		
Wednesday..15	{ General paper.		
Thursday ..16	{ Motns. adj. sams. & gen. pa.		
Friday ..17	{ General paper.		
Saturday ..18	{ Petns. sht. caus. adj. sams. & gen. pa.		
Monday ..20	{ General paper.		
Tuesday....21	{ General paper.		

N.B. The days, if any, on which the Master of the Rolls shall be engaged in the Court of Appeal are excepted.

Unopposed petitions must be presented, and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in Court with the Judge's Officer the day before the cause is to be put into the paper.

V. C. Sir RICHARD MALINS.

Lincoln's-inn.

Wednesday..Dec 1	{ General paper.	Friday ..10	{ General paper.
Thursday .. 2	{ Motns. adj. sams. & gen. pa.	Saturday .. 4	{ Short caus. & gen. pa.
Friday 3	{ Petns. & gen. pa.	Monday ..13	{ General Paper.
Saturday .. 4	{ Short caus. & gen. pa.	Tuesday....14	{ General Paper.
Monday 6	{ General paper.	Wednesday..15	{ General Paper.
Tuesday.... 7	{ General paper.	Thursday ..16	{ Motns. adj. sams. & gen. pa.
Wednesday.. 8	{ General paper.	Friday ..17	{ Petns. & gen. pa.
Thursday .. 9	{ Motns. & Gen. pa.	Saturday ..18	{ Sht. caus. & gen. pa.
Friday ..10	{ Petns. & gen. pa.	Monday ..20	{ General paper.
Saturday ..11	{ Sht. caus. & gen. pa.	Tuesday....21	{ General paper.
Monday ..13	{ General paper.		
Tuesday....14	{ General paper.		
Wednesday..15	{ General paper.		
Thursday ..16	{ Motns. & gen. pa.		
Friday ..17	{ Petns. & gen. pa.		
Saturday ..18	{ Short caus. & gen. pa.		
Monday ..20	{ General paper.		
Tuesday....21	{ General paper.		

Any Cause intended to be heard as a Short Cause must be so

marked in the cause book at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers must be left in Court with the Judge's Officer the day before the Cause is to be put into the Paper.

V. C. Sir JAMES BACON.

Lincoln's-inn.

Wednesday..Dec 1	{ General paper.	Friday ..10	{ General paper.
Thursday .. 2	{ Motns. adj. sams. & gen. pa.	Saturday .. 4	{ General paper.
Friday 3	{ In Bankruptcy.	Monday ..13	{ General paper.
Saturday .. 4	{ General paper.	Tuesday....14	{ General paper.
Monday ..13	{ General paper.	Wednesday..15	{ General paper.
Tuesday....14	{ General paper.	Thursday ..16	{ Motns. adj. sams. & gen. pa.
Wednesday..15	{ General paper.	Friday ..17	{ General paper.
Thursday ..16	{ Motns. adj. sams. & gen. pa.	Saturday ..18	{ General paper.
Friday ..17	{ General paper.	Monday ..20	{ General paper.
Saturday ..18	{ General paper.	Tuesday....21	{ General paper.

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V. C. Sir CHARLES HALL.

Lincoln's-inn.

Wednesday..Dec 1	{ General paper.	Friday ..10	{ General paper.
Thursday .. 2	{ Motns. adj. sams. & gen. pa.	Saturday .. 4	{ Short caus. & gen. pa.
Friday 3	{ Petns. & gen. pa.	Monday ..13	{ General Paper.
Saturday .. 4	{ Short caus. & gen. pa.	Tuesday....14	{ General Paper.
Monday 6	{ General paper.	Wednesday..15	{ General Paper.
Tuesday.... 7	{ General paper.	Thursday ..16	{ Motns. adj. sams. & gen. pa.
Wednesday.. 8	{ General paper.	Friday ..17	{ Petns. & gen. pa.
Thursday .. 9	{ Motns. & Gen. pa.	Saturday ..18	{ Sht. caus. & gen. pa.
Friday ..10	{ Petns. & gen. pa.	Monday ..20	{ General paper.
Saturday ..11	{ Sht. caus. & gen. pa.	Tuesday....21	{ General paper.
Monday ..13	{ General paper.		
Tuesday....14	{ General paper.		
Wednesday..15	{ General paper.		
Thursday ..16	{ Motns. adj. sams. & gen. pa.		
Friday ..17	{ Petns. & gen. pa.		
Saturday ..18	{ Sht. caus. & gen. pa.		
Monday ..20	{ General paper.		
Tuesday....21	{ General paper.		

Any Cause intended to be heard as a Short Cause must be so marked in the cause book at least one clear day before the same can be put in the

Paper to be so heard, and the necessary papers must be left in Court with the Judge's Office the day before the Cause is to be put into the Paper.

A Cause, Motion for Decree, Action for Trial, or Cause for

Further Consideration will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the Paper.

Further Consideration, if it shall be within twelve of the last cause in the printed paper for the day, shall not be marked in the cause book to stand over except by order of the Court.

CAUSE LIST.

Before the COURT OF APPEAL.

Appeals

From Orders made on Interlocutory Motions.

De Busche v Alt app of deft
Garbutt v Fawcus app of plt

Appeals, 1875.

The Wimbledon and Putney Commons Conservator v Dixon
app of Deft pt hd R.—Oct 5

1874.

Mulrow v L. M. Bigg app of deft restored by order H.—Sept 22

1875.

Etherington v Wilson Appeal of defendants Rev. H. F.
Limpus and Others M.—Aug. 20

Dixon v Burnyeat Appeal of defendants H.—Aug. 27
Satterthwaite v Fisher app of plt H.—Nov 5 Order appl from
not produced

Leadley v Sykes app of deft B.—Nov 16
In re Thomas Daniel's Settlement Trusts app of Smith and
wife R.—Nov 16

Swabey v Goldie app of John Simpson and ors B.—Nov 22
The Marquess of Salisbury and the Ecclesiastical Commis-
sioners for England app of the Marquess of Salisbury R.
—Nov 23

Boach v Trood app of deft M.—Nov 29
Bartlam v Yates app of plt M.—Nov 29

Before the MASTER OF THE ROLLS.

Causes.

Guy v Wade exons to answer (Dec 1)
Penny v Glascock m d with
wits, by order

Forster v Lengrigg m d (Dec 3)
Hunton v Grey m d
Dangerfield v Budd m d wits
before exmnr (V C M)

Carrington v France m d wits
before exmnr
Stone v Chambers m d
Wemyss v Robertson c
Nalder v Loutour f c

Filter v Barnes m d (V C M)
Beckerleg v Beckerleg f c and
(not before Dec 1) sums to vary

Kemp v Collins m d wits be-
fore exmnr
Baird v Moule's Patent Earth
Closet Co c, evidence vivâ
voce, without a jury

Wagstaffe v Price m d (V C M)
Lloyd's Banking Co limid v
(not before Dec 11) Wood f c (Hilary Sittings)

Fletcher v Wood m d, wits
before exmnr (V C M)
Hime v Campbell m d
Bradshaw v Palmer c (V C M)

with wits (Dec 6)
Eaglesfield v Marquis of Lon-
don derry m d (Dec 7)

Marrison v Wood c with wits
Brown v Smith c with wits
(Dec 10)

Prodie v Saillard c with wits
North British and Mercantile
Insurance Co v Liverpool,
London, and Globe Insur-
ance c

Fowell v Jackson c with wits
Wilson v Smith m d with wits,
by order (Dec 8)

Hammerton v Honey c
Albion Steel and Wire Co v
The London & South African
Bank v Morgan m d (not
before Dec 14)

Dicker v Rowden m d
Cross v Duncombe special case
Woodhouse v Hawkswell m d
pt hd (Dec 1)

Turner v Turner c with wits
Waterman v Wyndham c wits
(Nov 30)

Fereday v Baker m d
Plimpton v Malcolmson c
The Singer Manufacturing
Company v Wilson c with
wits (Dec 13)

Shaw v Lawrence m d
Devon and Cornwall Ry Co v
Wigram v Ferguson m d with
wits by order (Dec 1)

Newton c trial (Dec 15)
Lawrence v Shaw m d
Bagshaw v The Buxton Local
Board of Health m d, with
wits, by order (Nov 29)

Smith v Peter c trial (not
before Dec 21)
Portal v Bradfield m d, with
wits, by order (Dec 3)

Moore v The Rhyminy Iron
Co limid c
Bradford v Argles c
Plimpton v Malcolmson trial
before the court without a
jury with wits

Johnston v Hudleston c wits
(Dec 2)
Thomson v MacLagan c (not
before Dec 4)

Edwards v Pearson c trial
Schofield v Reilly m d
Greer v Young m d (wits
before exmnr)

Rotherham v Forshaw sp c
Benjumea v Artime m d wits
before exmnr
Farrar v Pelle m d
Court v Buckland m d
Ede v Pearson c trial
Brown v Turner c
Job v Job c trial

Streeter v Birchley c trial
Stilwell v Ashley c
King v Foxwell m d
Williams v Monico c trial
Price v Stephen c trial
Burt v Burt c trial
Griffiths v Griffiths act trial
(short)
Meyrick v Thomson c trial
Foater v Foster f c

Guy v Wade c trial
Alfaro v de la Torre m d
Beavis v Fordham c trial
Ratcliff v Willcox act trial
(short)
Dalton v Gant c trial (short)
Metcalfe v Hutchinson f c
Hughes v Bovill f c (short)
Miers v Miers c trial

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes

Edmunds v Disraeli dem
Saunders v Corporation of
Foreign Bondholders dem
Smith v Whitwell dem
Earl of Sandwich v Great
Northern Ry Co dem
Plews v Lee dem
Wilson v Corner dm of W.
Burrige & anr
Wilson v Corner dm of W.
Corner
Republic of Costa Rica v
Erlanger exons for insuffy
Crisp v Crisp dm
Crossly v Tamey exons for
insuffy
Allen v James dm and m

Ramsden v Lister c with wits
(re-transferred from V.C.
Bacon by order)
Jolliffe v Hayward c with
wits (re-transferred from
V.C. Bacon by order)
Williams v Hiscox m d, wits
before exmnr
Smith v Pilgrim c with wits
Godbold v Ellis c with wits
(to come on with Godbold v
Ellis, 1875—G—4 by order)
Scott v Laver m d (trans-
ferred from M R by order)
Phosphate Sewage Co, limid v
Hartmont c with wits pt hd

Set down since commencement of Hilary Term, 1875 (exclusive
of transfers)

Turner v Tepper m d
Hall v Tepper m d
Scruton v Holt c (re-transfrd
from M R by order)
Holt v Scruton m d
The Imperial Land Co of
Marseilles (limid) v Master-
man c with wits
The New Sombbrero Phos-
phate Co (limid) v Erlanger
m d

The Ecclesiastical Commis-
sioners for England v The
North-Eastern Ry Co cause
with wits
Ernest v Evans m d wits be-
fore exmnr
Dawkins v Dawkins c with
wits
Broad v Chapman m d
Arthur v Smith m d
Tomkins v Colthurst f c
Bedford v Swift f c
Bell v Handford m d (short)
Down v Yearley f c
Glover v Chancellor c, pro
confesso

Bright v Tyndall sp c
Charlton v Miller c with wits
Blaylock v Morton c with wits
Edmonds v Corben m d
Bull v The West London Dis-
trict School Board c with
wits
Slipper v Gough m d
Smith v Webster c
Goody v Pearson m d
The Ashton Vale Iron Co v
Abbot m d

Percival v Percival f c
Ellis v Musgrove f c
Blackburne-Maze v Gregory
sp c
Aspland v Middleton f c
Peck v Peck f c
Sidebottom v Brooks f c and
sums to vary
Bale v Dewy f c
Bridger v Bent f c
Penny v Jeffries m d
Taylor v Coenen f c
Trott v Jones f c
Pryer v Gribble m d
Charter v Charter m d
Birch v Williams m d
Kimber v Dean f c
Alty v Moss m d (Dec 3)
Roe v Davies m d
Levin v Lewin f c
Powell v Leeman m d
Huntley v Ommanney m d
Farinal v Pol m d
Shiffner v Adams m d
Turnbull v Ord m d
Hartland v East & West Junc-
tion Ry Co c trial (short)

Quilter v Berridge m d
Strousberg v Frankish c, set
down by deft Frankish
Salamon v Sopwith m d, cross
exam of deft Sopwith by
order
Vallance v Vallance m d
Serjeant v Dear m d
Ward v Pattison m d and
Ward v Pattison f c 1871—
W—236, by order
Elder v Browning m d
Smethurst v Smethurst m d
Butler v Butler cause, with
wits
Stone v Bennett m d
Gammon v Gammon m d
Davis v Adams m d
Davis v Howard m d
James v The Queen petn ef
right
Rao v Vivers c with wits
Gibson v Head c with wits
Hewitt v Brewster m d

Parkinson v Parkinson m d
Jones v Jones f c
Draper v Milligan f c
Wright v Garrard c
Altman v Anker c trial
Marquis Camden v Murray c
trial (short)
Sangster v Henderson c trial
Gibbs v David c trial

Before the Vice-Chancellor Sir JAMES BACON.

Causes

Set down previous to transfer.
Henderson v Grange c with
wits
The International Financial
Society, limid v The City of

Moscow Gas Co, limid m d
(transferred from MR) wits
before exmnr
The City of Moscow Gas Co

limid v The International Financial Society, limid c (transferred from MR) evidence in 1st suit to be used in this cause
 Thompson v Metcalfe m d, wits before exmr
 Ronald v Metcalfe c with wits (V C M)
 King v Corke c with wits (V C M) pt hd (S.O.)
 Clark v Bullows m d (not before Jan 10)

REMAINING CAUSES

Transferred from the MASTER OF THE ROLLS and the Vice-Chancellor Sir R. MALINS, by order dated November 10, 1875.

Davenport v Walker m d
 Evans v Clarke c (not before Dec 5)
 Short v Ridge m d
 Laker v Hordern m d
 Sweeting v Sweeting m d (S.O.)
 Swete v Blake c
 Hammerton v White c (not before Dec 9)
 Haigh v Haigh m d (not before Dec 9)
 Spargin v Jones c with wits
 Dickinson v Dodds m d
 End of Transfer.

Causes

Set down since Transfer.

Pensam v Stephens m d
 Edwards v Noble c trial (not before Dec 10)
 Fisher v Russell f c
 Spurway v The Devon & Somerset Ry Co c trial
 Earl of Aylesford v Sevenoaks, Ry
 Maidstone & Tonbridge Co c trial
 John v Laverton f c
 Swain v Swain f c
 Guest v Milnes f c
 Doggett v Curnow m d
 Parker v Trigg f c

Before the Vice-Chancellor Sir CHARLES HALL.

Causes.

Treacher v Horton exons for insufficy
 Earl of Cawdor v Stepney Bart plea
 Cooper v Rudland demr
 Myers v Moses m d
 Republic of Peru v Ruza m d (not before Dec 11)
 Beawick v Baddley m d, wits before exmr
 Baylis v Abens m d, wits before exmr
 Attorney-General v The Hyde Chemical Co (limd) c, with wits (Nov 29)
 Hartmont v Heynemann c with wits (Dec 7)
 Baron Manners v Johnson m d wits before exmr
 Worsley v London & North-Western Ry Co m d
 Morgan v Rodewald c, with wits
 Austin v Austin m d, wits before exmr
 Humfry v Hodges m d (Nov 30)
 Saunders v Wilkin m d, wits before exmr
 Barnes v Woodhead c, with wits (Dec 14)
 Pocock v Attorney-General sp c pt hd (S.O.)
 Burnitt v Williams c
 Baker v Gray m d pt hd (Dec 1)
 McWade, pauper, v Broadhurst c with wits
 Goddard v Haddfield m d, wits at hearing by order
 Griffiths v Bedborough f c & amended petition (S.O.)
 Ward v Morris m d
 Selby v Price m d (not before Dec 5)
 Hodgson v Mayhew m d with wits
 Thorley v Glossop c with wits (Dec 15)
 Jones v Pickalay f c and sums to vary
 Melhuish v Milton c with wits
 The General Insurance Co., Helvetia, v Kuhner c (Hilary Sittings)
 Scruby v Payne f c (not before Dec 6)
 Holt v Everall c
 Boyd v Henderson c
 Laidler v Laidler f c and sums to vary
 Hobbs v Reid f c (S.O.)
 De Veau v Osborn m d
 Hartley v Sykes m d with wits
 Gibbons v Gibbons sp c (Dec 13)
 Wharton v Gardner c (S.O.)
 Selby v Lowndes c
 Barnes v Mills m d with wits before exmr
 Elliot v Cartlich m d
 Mantell v Mantell m d
 Adams v Cocker f c
 Carruthers v Carruthers m d
 Wheeler v Roberts f c
 Penniman v Hill m d
 Peel v The Accrington Gas & Water Works Co m d
 Crow v Fewster act trial
 Basset v Cornwall Minerals Ry Co c
 Wyman v King m d
 Haigh v Roberts f c
 Curtis v Thomas m d
 Walker v Walker f c
 Holmes v Walker f c
 Bullpitt v Bullpitt f c
 Conington v Gilliat act trial
 Hill v Penniman m d

Raynolds v Sanderson m d
 Rimmer v Bostock act trial
 Grille v Dillen c with wits
 London and Westminster Bank v Gray m d
 Raynolds v Sanderson f c
 Addison v Hoare c
 Paul v Farquhar f c transferred from M.R. by order
 Dornbusch v Dornbusch f c
 Holmes v The Newcastle-upon-Tyne Freehold Abattoir Co (limd) m d
 Williams v Morris m d
 Stephenson v Harford c for Longman v Longmans p c
 Rogers v Ingham c
 Steele v Burke m d
 Outram v Hyde m d
 Finney v Fletcher c for trial
 Moore v Hartley f c
 Thomas v Curtis m d
 Leach v Green f c
 Hayes v Fox f c
 Phelps v Shelton m d
 Ryding v Banks c trial
 Long v Webb f c
 Lasard v Marpole c trial (short)
 Denys v Cordoux c trial
 Denton v Davis c trial (short)

N.B.—The above list contains causes set down to Monday, November 29, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.
Monday, Dec. 6	Mr. Milne	Mr. Farrer
Tuesday 7	Merivale	Holdship
Wednesday 8	King	Farrer
Thursday 9	Merivale	Holdship
Friday 10	Milne	Holdship
Saturday 11	King	Farrer

Date.	V. C. MALINS.	V. C. BACON.	V. C. HALL.
Monday, Dec. 6	Mr. Teesdale	Mr. Leach	Mr. Pemberton
Tuesday 7	Ward	Latham	Clowes
Wednesday 8	Teesdale	Leach	Pemberton
Thursday 9	Ward	Latham	Clowes
Friday 10	Teesdale	Leach	Pemberton
Saturday 11	Ward	Latham	Clowes

The restriction which has hitherto limited the posting of parliamentary notices to a few of the principal post-offices has been removed, and they may in future be posted at any post-office in the United Kingdom where money-order business is transacted. In other respects the existing regulations remain in force. They are as follows:—"The words 'Parliamentary Notice' must be legibly printed on the face of the letter; and in order to secure the speedy return of any notices which may be undelivered, the name and address of the solicitor issuing such parliamentary notice should also be legibly printed or written on the face of the letter, though this is not imperative. All notices which by the standing orders of either House of Parliament are required to be served on or before the 15th of December must be posted not later than the 12th of December, unless the 12th fall on a Sunday, then they must be posted not later than the 11th; but those notices which, by the same orders, may be served after the 15th, may be posted after the 12th of that month. The postage chargeable on these notices, and the registration fee of 6d. on each, must be prepaid by stamps. The notices must be posted at the post-office window, accompanied with duplicate lists of the addresses, the notices being arranged for the convenience of comparison in the order of the list. These lists will be examined by the officer in attendance at the window, and if they correspond with the addresses, he will sign and stamp every sheet of each list. One of the duplicate lists will then be returned to the person who brought the letters, and the other forwarded to the Secretary, General Post-Office, London. The hours for receiving such notices are the same as those for the registration of ordinary letters, unless they be presented at such a time as to interfere with the other duties of the office; in which case the postmaster may appoint any other time within the next twenty-four hours for receiving the same, provided that, when the notices are to be served on or before the 15th of December, such arrangement do not delay the posting beyond the 12th. Re-directed parliamentary notices are, like letters, liable to an additional rate of postage. The senders of parliamentary notices should, if possible, arrange on the previous day, with the postmaster, as to the most convenient time for posting them, and state the probable number."

PUBLIC COMPANIES.

Dec. 3, 1875.

GOVERNMENT FUNDS.

3 per Cent. Consols, 93½	Annuities, April, '85, 9½
Ditto for Account, Jan. 5, 93½	Do. (Red Sea T.) Aug. 1868
2 per Cent. Reduced, 92½	Ex Bill, £1000, 2½ per Ct. 5 pm
New 3 per Cent., 93½	Ditto, £500, £5 5m
Do. 2½ per Cent., Jan. '94	Ditto, £100 & £300, 5m.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year), 259
Annuities, Jan. '80 —	Ditto or Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 107	Ditto, ½ per Cent., May, '79 97
Ditto for Account, 107	Ditto Debentures, 4 per Cent. n/a
Ditto 4 per Cent., Oct. '88, 105½	April, '84
Ditto, ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Ditto Enforced Ppr., 4 per Cent. 92	Do. Bonds, 4 per Cent. £1000
Ind. Inf. Fr., 5 p Ct., Jan. '72	Ditto, ditto, under £1000

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate still remains at 3 per cent., although the reserve has considerably decreased since last week, being now in proportion to liabilities only 39½ per cent. The foreign and railway markets have been almost entirely occupied by the settlement of the account, which is said to have been the largest that has ever taken place, and prices are nearly all a little lower than last week, but not much change has occurred. Consols close at 93½ to 93½ ex div for money, and 93½ to 93½ for account.

The prospectus of the Real Property Trust (Limited) states that the trust is created with the object of affording to all classes of the community a positively safe and profitable employment for their capital or savings. The capital is one million, in shares of two classes—viz., 50,000 shares of £10, and 500,000 shares of £1.

MARRIAGES AND DEATHS.

MARRIAGES.

ROBERTS—WALKER—Nov. 26, at St. Paul's, New Southgate, Arthur William Roberts, of the Inner Temple, barrister-at-law, son of Samuel Roberts, solicitor, and grandson of the late Capt. J. Nasmyth Marshall, R.N., to Florence Sarah, eldest daughter of the late William Walker, of Nassau House, Enfield-highway.

WALDUCK—BIRKMYRE—Sept. 11, at Christ Church, South Yarra, Australia, W. W. Walduck, solicitor, Melbourne, to Gertrude, eldest daughter of William Birkmyre, South Yarra.

DEATH.

JONES—Dec. 1, after a short illness, at his residence, Foregate-street, Worcester, John Jones, solicitor, aged 61.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Nov. 26, 1875.

UNLIMITED IN CHANCERY.

Equitable Permanent Benefit Building Society.—By an order made by V.C. Hall, dated Nov. 19, it was ordered that the above society be wound up. Bodman, Cannon st, solicitor for the petitioner.

Kent Tramways Company.—By an order made by the M.R., dated Nov. 19, it was ordered that the above company be wound up. Keighley, and Co, Ph. Ipot lane, solicitors for the petitioners.

North Wales Benefit Building Society.—V.C. Bacon has, by an order dated Nov. 1, appointed John Stanley Bease, Commerce chambers, Lord st, Liverpool, to be official liquidator.

LIMITED IN CHANCERY.

Bluen Caetan Company, Limited.—Petition for winding up, presented Nov. 22, directed to be heard before the M.R. on Dec. 4. Keighley and Co, Philpot lane, solicitors for the petitioner.

British National Insurance Corporation, Limited.—Creditors are required, on or before Dec. 23, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, Mansion House chambers, Queen Victoria st. Thursday, Jan. 13, at 11, is appointed for hearing and adjudicating upon the debts and claims.

International Patent Pulp and Paper Company, Limited.—Petition for winding up, presented Nov. 23, directed to be heard before the M.R. on Dec. 4. Webster and Graham, Ely place, Holborn, solicitors for the petitioners.

Pontypool Fire Brick and Coal Company, Limited.—By an order made by V.C. Hall, dated Nov. 17, it was ordered that the voluntary winding up of the above company be continued. Wrenthorne, Chancery lane, agent for Greenway and Bythway, Pontypool, solicitors for the petitioner.

Silatone Fall Colliery Company, Limited.—Petition for winding up, presented Nov. 23, directed to be heard before the M.R. on Dec. 4. Bell and Co, Bow Church yard, agents for Rodgers and Co, Sheffield, solicitors for the petitioners.

Vale of Neath Colliery Company, Limited.—V.C. Bacon has fixed

Thursday, Dec. 9, at his chambers, for the appointment of an official liquidator.

Wedgwood Coal and Iron Company, Limited.—By an order made by V.C. Malins, dated Nov. 19, it was ordered that the voluntary winding up of the above company be continued, and Frederick Bertram Smart, Cheapside, was appointed liquidator. Mercer and Mercer, Copthall court, solicitors for the petitioner.

TUESDAY, Nov. 30, 1875.

LIMITED IN CHANCERY.

Birmingham (Blakely Hall) Coal and Ironstone Company, Limited.—By an order made by V.C. Bacon, dated Nov. 30, it was ordered that the voluntary winding up of the above company be continued. Daigman and Smiles, Bedford row, agents for Daigman and Co, Walsall, solicitors for the petitioner.

British Patent Condensed Milk Company, Limited.—Creditors are required, on or before Dec. 24, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Nicholson, London bridge railway approach, Southwark. Wednesday, Jan. 19, at 12, is appointed for hearing and adjudicating upon the debts and claims.

City and County Investment Company, Limited.—Petition for winding up, presented Nov. 29, directed to be heard before V.C. Malins on Dec. 10. Merediths and Co, New square, Lincoln's inn, agents for Helps and Co, Chester, solicitors for the petitioner.

Dunraven Adare Coal and Iron Company, Limited.—By an order made by the M.R., dated Nov. 20, it was ordered that the above company be wound up. Bell and Co, Bow Church yard, agents for Rodgers and Co, Sheffield, solicitors for the petitioners.

Eliland Road Wortley Fire Clay Company, Limited.—By an order made by V.C. Malins, dated Nov. 19, it was ordered that the above company be wound up. Bell and Co, Bow Church yard, Cheapside, agents for Hopps, Leeds, solicitor for the petitioner.

Lowestoft, Yarmouth, and Southwold Tramways Company, Limited.—Creditors are required, on or before Jan. 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee-Nichols, Gresham buildings, Basinghall st. Thursday, Feb. 3, at 12, is appointed for hearing and adjudicating upon the debts and claims.

People's Garden Company, Limited.—The M.R. has fixed Thursday, Dec. 9, at 12.30, at his chambers, for the appointment of an official liquidator.

Tapon Colliery Coke and Iron Company, Limited.—V.C. Bacon has fixed Dec. 13, at 12, at his chambers, for the appointment of an official liquidator.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Nov. 23, 1875.

Avison, Allen Smith, Restrick, York, Butcher. Dec. 30. **Avison v Avison**, V.C. Hall. Barber, Brighouse

Clayton, James Gordon, Union st, Middlesex Hospital, Licensed Victualler. Dec. 24. **Dawson v Clayton**, V.C. Bacon. Lee, Bedford row

Crowther, John Henry, Almondbury, York, Woollen Cloth Manufacturer. Dec. 13. **Crowther v Crowther**, V.C. Hall. Owen, Huddersfield

Evans, Evan David, Marsham st, Westminster, Cawkeeper. Dec. 16. **Evans v Swancott**, V.C. Malins. Merriman, Sherborne lane

Little, Jane Sophia, Freemantle, Hants. Dec. 22. **Little Rimer v Little**, V.C. Hall. Page, Southampton

Ronaldson, John David, Buccleugh terrace, Upper Clapton, Ship Broker. Dec. 21. **Ronaldson v Perry**, M.R. Crook, Fenchurch st

Sanders, George Edward, Birmingham, Maltster. Dec. 30. **Sanders v Williams**, V.C. Bacon. Hiatt, Wellington, Salop

Whitehead, George, Staveley, Derby, Gent. Dec. 31. **Scorer v Whitehead**, M.R.

Whiteley, George, Halifax, York, Cotton Spinner. Dec. 23. **Whiteley v Whiteley**, V.C. Malins. Holt, Ripponden

FRIDAY, Nov. 26, 1875.

Buxton, Joseph Holmes, Compton terrace, Islington, Surgeon. Dec. 27. **Buxton v Lewis**, V.C. Hall. Carter, Bedford row

Carmichael, Teresa Ann, St. John's square, Raywater. Dec. 30. **White v White**, V.C. Bacon. Remnant and Penley, Lincoln's inn fields

Else, Edward, Hounslow, Middlesex. Dec. 21. **Price v Dew**, V.C. Bacon. Fraser, Farnival's inn

Gibbon, Henry, Liverpool, Farmer. Dec. 23. **Lancashire Banking Company v Gibbon**, V.C. Bacon. Biggs, Liverpool

Reed, Henry Peard, Shirehampton, Somerset, Coal Merchant. Dec. 24. **Perry v Reed**, M.R. Harwood, Bristol

Reid, William, Great Windmill st, Golden square, Tobacconist. Dec. 20. **Hulstrom v Reid**, V.C. Hall. Belfrage and Middleton, Bedford row

Shapland, Arden Avery, King William st, Solicitor. Jan. 1. **Shapland v Shapland**, V.C. Malins. Sowton, Bedford row

Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 26, 1875.

Adams, James, Cranbourne st, Leicester square, Picture Dealer. Dec. 24. **Graat, Kennington cross**

Armistage, Henry, Sheffield, Painter. Dec. 26. **Rodgers and Co, Sheffield**

Ashforth, Joseph, Sheffield, Steel and File Manufacturer. Dec. 26. **Rodgers and Co, Sheffield**

Bowen, Thomas, Welshpool, Montgomery, Esq. Dec. 24. **Woonnam and Talbot, Newtown**

Bunbury, Henry William St Pierre, Marchfield House, nr Wokingham, Berks, Col H. M. Army. Feb. 28. **Nicholl and Co, Howard st, Strand**

Clarke, Harry, Bristol, Licensed Victualler. Dec. 30. **Benson and Thomas, Bristol**

Crabtree, Joseph Wood, Harlow Carr, Pannal, York, Gent. Dec. 31. **Gardiner, Bradford**

Craven, Jonathan Nowell, Highbury House, nr York, Gent. Feb. 1. **Chadwick and Sons, Dewsbury**

Crookes, Charles, Hemel Hempstead, Hertford, Gent. Jan. 24. **Rixons, Gracechurch st**

Cuthbert, Joseph, Bulkington, Warwick, Wheelwright. Dec. 11. **Estlin, Nuneaton**

Daniel-Tyssen, Francis Samuel, Sandgate, Kent, Esq. Jan 1. Norris and Co, Bedford row
 Ellis, Susannah Bird, Stamford, Lincoln. Jan 1. Stapleton, Stamford
 Ferguson, Thomas, New King's rd, Chelsea, Gent. Dec 31. Hargrove and Co, Gresham st
 Fisher, Thomas, Sutton, Lancashire, Joiner. Jan 20. Riley, St Helen's
 Hale, William, Bradford, Wilts, Gent. Jan 15. Beaven, Bradford
 Hobart, Benjamin Paul, Brompton crescent, Brompton, Gent. Dec 31.
 Robinson and Elder, Jernyn st
 Holden, Richard, York, Chemist. Dec 31. Phillips, York
 Jellie, Joseph, Leighton, Huntingdon, Farmer. Jan 1. Hunnybun and Son, Huntingdon
 Johnson, Walter Thomas Gunthorpe, Pimlico rd, Licensed Victualler. Dec 25.
 Layton and Co, Budge row, Cannon st
 Jones, James, Liangadock, Carmarthen, Gent. Jan 1. Lewis, Llandilo
 Knott, James, Ashton-under-Lyne, Lancashire, Cotton Spinner. Jan 22.
 Brooks and Co, Ashton-under-Lyne
 Lankester, William, Southampton, Ironmonger. Dec 25. Sharp and Co, Southampton
 Lawrence, Henry Biggs, Pontypridd, Glamorgan, Manager of Gas Works. Dec 25. Grover and Grover, Crockherbtown, Cardiff
 Lewis, Enoch, Sutton, Cheshire, Yeoman. Dec 31. Hand, Macclesfield
 Lough, Joseph, Walthamstow, Essex. Jan 10. Bradshaw, Cornhill
 Miller, Mary Ann, Falkland rd, Kentish town. Dec 31. Carey and Co, West st, Finsbury circus
 Millett, Thomas, Eccleston, Lancashire, Farmer. Jan 1. Riley, St Helen's, Lancashire
 Park, William, Paris, Licensed Victualler. Dec 31. Amalie Park, Cambridge st, Pimlico
 Richards, Jane, Liverpool. Dec 31. Bremner and Son, Liverpool
 Row, Kreedunth Lutchmans, Madras, East Indies. Jan 6. Freshfields and Williams, Bank buildings
 Thatcher, James, Great Wishford, Wilts, Farmer. Jan 1. Cobb and Smith, Salisbury
 Tillotson, James, Swinton bridge, York, Glass Bottle Manufacturer. March 1. Harrop, Swinton
 Vickers, William, Doncaster, York, Tailor. Dec 31. Fisher, Doncaster
 Winstanley, Thomas, Etruria, Stafford, Coal Merchant. Dec 23. Bishop, Hanley

BANKRUPTS.

FRIDAY, NOV. 26, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cornbloom, Alexander Emmanuel Cohen, Houndsditch, Fancy Warehouseman. Pet Nov 23. Hazlitt. Dec 8 at 12.30
 Harcourt, Victor Vernon, Clarendon rd, Notting hill, Draper. Pet Nov 23. Hazlitt. Dec 8 at 1
 Newman, Henry, Spitalfields Market, Fruit Merchant. Pet Nov 23. Hazlitt. Dec 8 at 12
 Ripley, R. S., Royal Hotel, New Bridge st. Pet Nov 22. Brougham. Dec 7 at 2
 Smyth, Ernest Albert, Queen Victoria st, Umbrella Manufacturer. Pet Nov 24. Spring-Rice. Dec 14 at 11
 Wadsworth, Samuel, Barbican, Warehouseman. Pet Nov 24. Spring-Rice. Dec 14 at 11
 To Surrender in the Country.
 Butler, Henry, Shoreham, Sussex, out of business. Pet Nov 23. Evershed. Brighton, Dec 15 at 11
 Tysoe, Charles, Woodveas Mill, Derby, Cotton Spinner. Pet Nov 24. Goodger. Burton-on-Trent, Dec 8 at 1
 Vyne, Charles, Carlisle, Merchant. Pet Nov 22. Halton. Carlisle, Dec 7 at 11

TUESDAY, NOV. 30, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Greaves, John, Hackney rd, Boot Manufacturer. Pet Nov 25. Spring-Rice. Dec 15 at 1.30
 To Surrender in the Country.
 Braming, Stanislaus, Ramsgate, Kent. Pet Nov 22. Callaway. Canterbury, Dec 10 at 2.30
 Cullum, William Thomas, Leicester, Clothier. Pet Nov 27. Ingram. Leicester, Dec 22 at 12
 Dewhurst, Charles, Leyland, Lancashire, Tin Plate Worker. Pet Nov 26. Holden. Bolton, Dec 13 at 10.30
 Gerrard, William George, Boscomb, Hants, Builder. Pet Nov 24. Dickinson. Poole, Dec 13 at 11
 Johnston, William, Newcastle-under-Lyme, Stafford, Grocer. Pet Nov 25. Challinor. Hanley, Dec 17 at 11
 Lloyd, Edward Richard, and Carl Alfred Bock, Great Grimsby, Lincoln, Timber Merchants. Pet Nov 24. Daubney. Great Grimsby, Dec 15 at 11
 Mansell, William Hare, Greenwich, Navigating Lieutenant R.N. Pet Nov 26. Pitt-Taylor. Greenwich, Dec 17 at 2
 Newman, Henry, and Samuel Newman, Winchester, Builders. Pet Nov 27. Godwin. Winchester, Jan 15 at 10
 Potter, William Weedon, Chesham, Buckingham, Plumber. Pet Nov 24. Watson. Aylesbury, Dec 13 at 11
 Tudor, William Rapp, Norton house, nr Malmesbury, Wilts, Gent. Pet Nov 24. Townend. Swindon, Dec 13 at 12
 White, Samuel, Preston, Rutland, Cottager. Pet Nov 25. Ingram. Leicester, Dec 13 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, NOV. 26, 1875.

Macdonald, George, New Broad st, Captain Merchant Navy. Nov 9
 Pascoe, Vincent Lambert, Clerkenwell green, Licensed Victualler. Nov 23

Smith, John, Blackpool, Lancashire, Lodging House Keeper. Nov 19
 Barnett, Edward, Dover st. Nov 23

Bates, Charles, Sittingbourne, Kent, Brick Maker. Nov 25
 Dickinson, Arthur John, Trandley lane, Deptford, Chemical Manufacturer. Nov 17
 Matthews, John, Upton-on-Severn, Worcester, Baker. Nov 24

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, NOV. 26, 1875.

Abell, George, Middleborough, York, Warehouseman. Dec 3 at 1 at offices of Teale, Albert rd, Middleborough
 Adderley, William, Leamington, Warwick, Watch Maker. Dec 11 at 1 at offices of Edwards-Wood, Victoria terrace, Leamington
 Allerton, George, Longton, Stafford, Beerhouse Keeper. Dec 9 at 12 at the County Court office, Stoke-upon-Trent. Litchfield, Newcastle
 Atherton, George, and Richard Atherton, Ince-in-Mackernfield, Lancashire, Builders. Dec 7 at 11 at offices of France, Churchgate, Wigan
 Ayton, William, Cresshills, Kildwick, York, Innkeeper. Dec 14 at 3 at the Junction Inn, Cresshills. Lancaster and Wright
 Bagot, Edward, Morriston, nr Swansea, Glamorgan, Tin Plate Manufacturer. Dec 10 at 1 at offices of Strick and Bellingham, Fishers, Swansea
 Balbirnie, Alexander, Woodhey, Cheshire, Wine Merchant. Dec 9 at 3 at offices of Harris, Union court, Castle st, Liverpool
 Barker, Alfred, Stepney green, Dealer in Building Materials. Dec 4 at 10.15 at offices of Hicks, Globe rd, Mile End
 Barker, Christopher, Cardington, Bedford, Plumber. Dec 7 at 2 at offices of Stimson, Serjeants' inn, Fleet st
 Bareby, William, Nottingham, Cabinet Maker. Dec 14 at 12 at offices of Heath, St Peter's Church walk, Nottingham
 Bell, George Gray, and Thomas Cuthbert Bell, Newcastle-upon-Tyne, Grocers. Dec 8 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
 Blyth, John, Lincoln, Draper. Dec 11 at 12 at offices of Page, Jun, Flaxen gate, Lincoln
 Brown, John, Newcastle-under-Lyme, Stafford, Boot Manufacturer. Dec 3 at 3 at offices of Turner, Alston st, Hanley
 Bullmore, Robert, Lingdale lane, Gulseborough, York, Joiner. Dec 10 at 2 at offices of Dobson, Middleborough
 Byrne, Patrick James, New Windsor, Berks, Architect. Dec 13 at 3 at offices of Durant, Clarence villas, Windsor
 Chisholm, Robert Neil, Bath st, Newgate st, Commission Agent. Dec 10 at 3 at offices of Lindus, Chesapeake
 Clark, Edwards, and John Clark, Great Bentley, Essex, Builders. Dec 9 at 11 at the George Hotel, High st, Colchester. Pope, Colchester
 Cripps, William, Abinger, nr Dorking, Surrey, Farmer. Dec 17 at 12 at 145, Chesapeake. Gray, Paternoster row
 Cullen, Francis, Liverpool, Clogger. Dec 18 at 11 at offices of Lowe, Castle st, Liverpool
 Davison, John Tom, South Shields, Durham, Shipbroker. Dec 20 at 3 at offices of Dale, King st, South Shields
 Dechen, Hannah Mary, William Dechton, and Robert Dechton, Blyth, Northumberland, Tailors. Dec 8 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Fonseca, Hyman, Hoxton st, no occupation. Dec 8 at 3 at offices of Barnett, New Broad st
 Goodall, George, Oclestone, Cheshire, Auctioneer. Dec 15 at 2 at the Crewe Arms Hotel, Crewe. Garalde, Congleton
 Graveley, William Henry, East India Dock rd, Ships' Ironmonger. Dec 9 at 2 at the City Terminus Hotel, Cannon st, Birchall, Gracechurch st
 Graham, Frederick William, Long lane, Aldersgate st, Timber Merchant. Dec 8 at 2 at offices of Cordwell and Tasman, Serjeants' inn, Chancery lane
 Haasn, Henry Jay, sen, West Hartlepool, Durham, Flour Merchant. Dec 8 at 1 at offices of Bell, Church st, West Hartlepool
 Haigh, George, Halifax, York, Accountant. Dec 10 at 3 at offices of Bocoock, 8 Liver st, Halifax
 Harding, Frederick, Bury st, St Mary axe, Carpenter. Dec 7 at 3 at Goldiluck yard. Catlin
 Hicks, Thomas William, Titchmarsh, Berks, Commission Agent. Dec 9 at 12 at offices of Ekins, Forbury, Reading
 Hodgson, Herbert Hargraves, Sleaford, Lincoln, Milliner. Dec 16 at 11 at the Bristol Arms Hotel, Sleaford. Bean, Boston
 Hodgson, John, North Ormesby, York, Watch Maker. Dec 8 at 2 at offices of Dobson, Gosford st, Middleborough
 Hollis, John, Whippingham, Isle of Wight, Farmer. Dec 18 at 11 at Warburton's Hotel, Newport. Loughborough and Son, Austin friars
 Horscroft, Frederick Henry, Brahmah rd, Brixton, Professor of Music. Dec 9 at 10.15 at 123, Globe rd, Mile End
 Huddleston, James Jackson, Hinkley, Leicester, Manufacturer of Hosiery. Dec 9 at 3 at offices of Owston, Friar lane, Leicester
 Isaac, Thomas, New Corn Exchange, Mark lane, Corn Merchant. Dec 14 at 3 at offices of Cooper and Co, George st, Mansion House
 Hollams and Co, Mining lane
 Jackson, Robert, Batley, York, Grocer. Dec 5 at 3 at the Wilton Arms, Commercial st, Batley. Hudson, Batley
 Johnson, Edwin, Noble st, Aldersgate, Warehouseman. Dec 9 at 12 at offices of Shearman, Gresham st
 Jones, Edward, Mold, Flint, Saddler. Dec 11 at 12 at offices of Nordon, Bridge st row east, Chester
 Lambert, Robert, Horeberry rd, Westminster, County Court Bailiff. Dec 3 at 5 at the Queen's Arms Tavern, Little College st, Westminster
 Le Gossier, Estelle, Maddox st, Regent st, Dress Maker. Dec 6 at 3 at offices of Maniere, Ampton place, Ampton
 Lidgard, William, North Kelsey, Lincoln, Tailor. Dec 11 at 11 at offices of Jay, Bank st, Lincoln. Page, Jun, Lincoln
 Loan, William, West Hartlepool, Durham, Ironmonger. Dec 16 at 12 at offices of Hodgson and Co, Church st, West Hartlepool
 Lofthouse, Samuel, Stockton-on-Tees, Durham, Miller. Dec 10 at 3 at offices of Dodds and Co, Finkle st, Stockton-on-Tees
 Long, Corbett, Sheffield, Steel Manufacturer. Dec 7 at 2 at the Cutlers' Hall, Church st, Sheffield. Clegg and Sons
 Longue, Thomas William, and Matthew Pitts, Newcastle-upon-Tyne, Printers. Dec 8 at 11 at offices of Keenlyde and Forster, St John's chambers, Granger at west, Newcastle-upon-Tyne
 March, John, Birmingham, Outfitter. Dec 9 at 3 at offices of Parry, Bennett's hill, Birmingham
 Marsh, Jane, Bath, Grocer. Dec 8 at 12 at offices of Wilton, Westgate buildings, Bath

Marshall, John, Broughton, York, Gardener. Dec 2 at 12 at offices of Tule, Albert rd, Middlesborough
 Major, Joel, Bradford, York, out of business. Dec 13 at 3 at offices of Hutchinson, Piccadilly, Bradford
 Miles, Thomas Morris, Bristol, Grocer. Dec 7 at 1 at offices of Ward and Lane, Albion chambers, Bristol
 Miller, Henry, Clarendon place, Notting hill, Commission Agent. Dec 6 at 3 at offices of Barnett, New Broad st
 Moore, Christopher Robert, South Wingate, Durham, Grocer. Dec 8 at 3 at offices of Bell, Church st, West Hartlepool
 Motham, William, Ribby, Lancashire, Contractor. Dec 10 at 11.30 at the Legs of Man Hotel, Fishergate, Preston. Sutcliffe, Burnley
 Norris, William, Warrington, Lancashire, Provision Dealer. Dec 7 at 11 at offices of Bretherton, Bank st, Warrington
 Oshenbein, Cesar Emile, Crutched friars, Mark lane, Oil Merchant. Dec 6 at 3 at 11, Chesapeake. Haynes, Ironmonger lane
 Page, Alfred Harrison, Swansea, Glamorgan, Ship Broker. Dec 3 at 2 at offices of Barnard and Co, Temple st, Swansea. Field, Swansea
 Pake, John, Wolverhampton, Stafford, Butcher. Dec 11 at 11 at offices of Barrow, Queen st, Wolverhampton
 Parkes, Thomas, Wolverhampton, Stafford, File Maker. Dec 11 at 11.15 at offices of Stratton and Rodland, Queen st, Wolverhampton
 Parton, William, Hanley, Stafford, Butcher. Dec 7 at 3 at offices of Stevenson, Chesapeake, Hanley
 Pazman, Frederick Robert, High st, Marylebone, Cheesemonger. Dec 14 at 3 at offices of Slater and Fannell, Guildhall chambers, Basinghall st, Nicoll, Great Portland st
 Phillips, George Douglas, Stamford st, Blackfriars, Auctioneer's Clerk. Dec 7 at 3 at offices of Chaudier, Old Jewry
 Piger, James, Chatham, Kent, Licensed Victualler. Dec 3 at 11 at offices of Hayward, High st, Rochester
 Plowman, Joseph, Yeodon, nr Leeds, Saddler. Dec 7 at 3 at offices of Malcolin, Park row, Leeds
 Pownansky, Jules, Peabody buildings, Commercial st, Shoreditch, Manufacturers. Dec 10 at 3 at offices of Chapman, Basinghall st
 Proctor, Adam, Middle Essex, Lincoln, Farmer. Nov 20 at 11 at offices of Standy and Aye, Guildhall st, Lincoln. Page, jun, Lincoln
 Richards, Sloane, Birmingham, Metal Merchant. Dec 9 at 2 at offices of Tyndall and Co, Waterloo st, Birmingham
 Richardson, William, Sheffield, Grocer. Dec 8 at 3 at offices of Clegg and Sons, Bank st, Sheffield
 Robertson, Joseph Hume, Liverpool, Ship Chandler. Dec 8 at 3 at offices of Eaton, Dale st, Liverpool
 Robinson, George Henry, Southport, Lancashire, Builder. Dec 13 at 3 at the Houghton Arms Hotel, Houghton st, Southport. Ashton, 3 span
 Robinson, Thomas, Kingston-upon-Hull, Boot Maker. Dec 8 at 4 at offices of Summers, Manor st, Kingston-upon-Hull
 Russell, John, Bradford, York, Joiner. Dec 15 at 3 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford
 Shaw, John, Saltwaite, Huddersfield, York, Butcher. Dec 14 at 2 at offices of Ramsden and Sykes, John William st, Huddersfield
 Sparks, John, Cosham, Hants, Coal Merchant. Dec 9 at 3 at offices of Blake, Union st, Portsea
 Spencer, William, Macclesham, York, Cooper. Dec 4 at 3 at the Black Bull Hotel, Ripon. Calvert, Masham
 Stephens, John Hall, Cardiff, Fishmonger. Dec 14 at 11 at offices of Morgan, High st, Cardiff
 Stokes, Frederick, Walsall, Stafford, Buckle Maker. Dec 10 at 3 at offices of Elsworth, Bridge st, Wednesbury
 Stones, John, Wakefield, York, out of business. Dec 10 at 3 at offices of Walwright, George st, Wakefield
 Stotholme, Abraham, Kirkbride, Cumberland, Cattle Dealer. Dec 9 at 11 at offices of Wanop, Carruthers court, Scotch st, Carlisle
 Thompson, Edward Frederick, Wolverhampton, Stafford, Cashier. Dec 11 at 13 at offices of Underhill, Darlington st, Wolverhampton
 Thompson, Forster, Kingston-upon-Hull, Draper. Dec 8 at 2 at offices of Summers, Manor st, Kingston-upon-Hull
 Thornton, William, Wiltshire rd, Finsbury park, Commercial Traveler. Dec 15 at 12 at offices of Miles, King Edward st, Newgate st
 Trice, William George, Cardiff, Glamorgan, Pianoforte Dealer. Dec 9 at 3 at offices of Barnard and Co, Lothbury. Gibbs, Newport
 Walker, Joseph, Leeds, Mailster. Dec 10 at 3 at the Mitre Hotel, Manchester. Barclay and Henstock, Macclesfield
 Wallace, Andrew Mearns, Austin friars, Sworn Broker. Dec 7 at 3 at offices of Stoper, Coleman st
 Wallis, George Carpenter, George Campbell, and Frederick Carnolley Sales, Sheffield, Steel Wire Manufacturers. Dec 7 at 11 at the Cutlers' Hall, Church st, Sheffield. Rodgers and Co
 Warren, Frederick, Longton, Stafford, Beerseller. Dec 7 at 11 at offices of Tompkinson and Furnival, Hanover st, Burslem
 Wasserberg, Sheler, Wilmington square, Working Jeweller. Dec 20 at 3 at offices of Barnett, New Broad st
 Waters, Richard, Cardiff, Glamorgan, Builder. Dec 16 at 11 at offices of Bradley, High st, Cardiff
 Wildridge, Robert, Birkenhead, Cheshire, Grocer. Dec 7 at 3 at offices of Moore, Duncan st, Birkenhead
 Williams, Eliza, Liverpool, Draper. Dec 9 at 3 at offices of Vine, Imperial chambers, Dale st, Liverpool. Williams, Liverpool
 Williams, Edward, Corwen, Merioneth, Blacksmith. Dec 11 at 12 at the Wynnstay Arms, Ruabon. James, Corwen
 Williams, John, Willenhall, Stafford, Colliery Proprietor. Dec 10 at 11 at offices of Clark, New rd, Willenhall
 Watson, John Octavius, York, Auctioneer. Dec 6 at 3 at offices of Mason, King st, Castlegate, York

TUESDAY, Nov 30, 1875.

Adeock, John, Shaftesbury st, New North rd, Hoxton, Cab Proprietor. Dec 13 at 1 at offices of Parry, Basinghall st
 Allen, James Bleckly, Gloucester rd, South Kensington, Draper. Dec 10 at 12 at the Guildhall Office House, Gresham st. Wilkins, King's Arms yard
 Barrow, Charles, Beccles, Suffolk, Pork Butcher. Dec 14 at 11 at offices of Blake, Hall Quay chambers, Great Yarmouth. Wiltshire, Great Yarmouth
 Benson, William, Nottingham, Joiner. Dec 14 at 12 at offices of Maples and McGrath, Low pavement, Nottingham
 Binton, Noah, Llanymynech, Salop, Timber Dealer. Dec 10 at 12 at the George Hotel, Shrewsbury. Humphreys

Blanshard, Thomas Newton, York, Carver. Dec 13 at 1 at offices of Wilkinson, St Helen's square, York
 Bligh, Edwin, Ramsgate, Kent, Printer. Dec 15 at 12 at the Bull and George Hotel, Ramsgate. Edwards, Ramsgate
 Bonner, Edward, Thornton Heath, Croydon, Cow Keeper. Dec 14 at 12 at the Mullens' Hotel, Ironmonger lane, Chesapeake. Fullen, Basinghall st
 Brien, William Matthews, Brecon, Ironmonger. Dec 15 at 2 at offices of Bishop, Wheat st, Brecon
 Broad, John, sen, Newport, Monmouth, Shipbuilder. Dec 16 at 3 at offices of Bradgate, Dock st, Newport
 Brown, Calverley Bewicke, Stansted Mountfitchet, Essex, Brewer. Dec 11 at 12 at the Chequers Inn, Bishops Stortford. Gee
 Buccaris, George, Walton lane, nr Liverpool, Warehouseman. Dec 22 at 3 at offices of Stephens and Danger, Cook st, Liverpool
 Catchpole, John Grayston, Pont st, Sloane st, Chelsea, Friar. Dec 14 at 2 at 163, Sloane st, Chelsea. Child, William st, Albert gate
 Christy, Andrew, Greenwood rd, Dalton, Commission Agent. Dec 22 at 3 at 10, Basinghall st. Chapman
 Church, Isaac, Avebury, Wilts, Farmer. Dec 11 at 11.30 at the Gardard Arms Hotel, High st, Swindon. Mullings and Co, Wootton Bassett
 Claridge, James, Kingland rd, Umbrella Manufacturer. Dec 14 at 11 at offices of George and Edwards, Wool Exchange, Coleman st
 Gregory, Barbian, Aldersgate
 Cohen, David, New st, Gravel lane, Houndsditch, Hatter. Dec 7 at 10 at offices of Dobson, Leman st
 Cooke, Herbert, Gloucester, General Wire Worker. Dec 14 at 3 at offices of Haines, St John's lane, Gloucester
 Cooper, Benjamin, Ekington, Derby, Collier. Dec 14 at 11 at offices of Cutts, Low pavement, Chesterfield
 Cross, Robert, Leominster, Hereford, Nurseryman. Dec 13 at 11 at offices of Gregg, Broad st, Leominster
 Cunningham, John, Manchester, Cotton Waste Dealer. Dec 13 at 11 at offices of Garthwaite, Brackenose st, Manchester
 Currie, Alfred Albert, Salisbury, Wilt, out of occupation. Dec 11 at 11 at offices of Hodding, Market house, Salisbury
 Dawson, William, Bradford, York, Top Maker. Dec 13 at 4 at offices of Atkinson, Tyrell st, Bradford
 Dinham, Edwin, and James Hughes Jenkins, Bermondsey st, Colour Merchants. Dec 8 at 4 at offices of Wetherfield, Gresham buildings, Guildhall
 Dixon, George Edward, Middlesborough, York, Builder. Dec 14 at 11 at the Golden Lion Hotel, Northallerton. Bainbridge, Middlesborough
 Dobson, Edwin, Whitehaven, Cumberland, Draper. Dec 14 at 3 at offices of Mason, Duke st, Whitehaven
 Evans, David, Aberaman, Glamorgan, Grocer. Dec 13 at 1 at the Queen's Hotel, Cardiff. Linton, Canon st, Aberdare
 Evans, Charles James, Stroud, Gloucester, Bookseller. Dec 14 at 1 at the Guildhall Office House. Heales, Stroud
 Foreshaw, Henry, Ryeworth, Gloucester, Farmer. Dec 16 at 10 at offices of Marshall, Essex place, Rodney terrace, Cheltenham
 Foster, Gains, Bombay st, Brompton, Rice Miller. Dec 20 at 2 at the Emma's Hotel, Crown court, Chesapeake. Nash and Co, Queen st, Chesapeake
 Fowler, Peter, Loyland, Halifax, York, Farmer. Dec 15 at 11 at offices of Rhodes, Horton st, Halifax
 Fripp, Charles, Southampton, Baker. Dec 13 at 3 at offices of Shuttle, Portland st, Southampton
 Gee, William John, Birmingham, Brass Caster. Dec 13 at 3 at offices of Ferry, Bennett's hill, Birmingham
 Gibson, Thomas, Sunderland, Durham, out of business. Dec 10 at 3 at offices of Bell, Lambton st, Sunderland
 Greaves, William, Lawkton, Calverley, York, Grocer. Dec 11 at 11 at offices of Rennois, Tyrell st, Bradford
 Growenor, William, Berrington, Worcester, Farmer. Dec 13 at 13 at the Corn Exchange Hall, Tenbury. Norris, Tenbury
 Hancock, Elizabeth, Tanbridge Wells, Kent, Tobaccoist. Dec 13 at 3 at offices of Grout, Suffolk lane, Cannon st
 Harker, Richard, Abingdon, Berks, Watchmaker. Dec 16 at 11 at offices of Mallam, High st, Oxford
 Harris, John, Blasenavon, Monmouth, Draper. Dec 13 at 1 at offices of Gibb, Tredgarplace, Newport
 Hawkins, Ernest, Shalbourne, Berks, Grocer. Dec 16 at 11 at offices of Gouiter, Hungerford, Berks
 Hawkins, George, Great Driffield, York, Linendraper. Dec 14 at 2 at offices of White, Exchange st, Great Driffield
 Henaghan, Patrick, Birkenhead, Cheshire, Draper. Dec 11 at 11 at offices of Downham, Market st, Birkenhead
 Hollyman, William, Cardiff, Glamorgan, Boot Maker. Dec 21 at 11 at offices of Morgan, High st, Cardiff
 Hooker, William Schofield, Birkenhead, Cheshire, Clothier. Dec 16 at 2 at offices of Goffey, Lord st, Liverpool
 Hopkinson, George, Lindley, Huddersfield, York, Butcher. Dec 13 at 3 at offices of Ainsley, New st, Huddersfield
 Iorn, Samuel, Kettering, Northampton, Shoe Manufacturer. Dec 10 at 12 at the Royal Hotel, Kettering. Proedy, Kettering
 Jacobs, William, Newark-upon-Trent, Nottingham, Milliner. Dec 16 at 12 at 83, Barnby gate, Newark-upon-Trent. Newton, Newark-upon-Trent
 Jerron, Samuel, Ockbrook, Derby, Boot Maker. Dec 14 at 3 at offices of Crouch and Stroud, Low pavement, Nottingham
 Jones, David, Llandipaul, Cardigan, Licensed Victualler. Dec 13 at 11 at offices of Evans, Queen st, Carmarthen
 Keane, Patrick Benjamin, Rochdale, Lancashire, Tailor. Dec 13 at 3 at offices of Farrington, Mosley st, Manchester
 Ketterer, Conrad, Bradford, York, Watch Maker. Dec 11 at 11 at the Queen Hotel, Birmingham. Berry and Robinson, Bradford
 Knight, John, Blenheim crescent, Kensington, Butcher. Dec 9 at 3 at offices of Parkes, Beaufort buildings, Strand
 Levin, Isaac, Newcastle-upon-Tyne, Clothier. Dec 13 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
 Lloyd, David, Ebbw vale, Monmouth, Draper. Dec 13 at 1 at offices of James, High st, Merthyr Tydfil
 Main, Susan Mary, Norwich, Corset Maker. Dec 13 at 3 at offices of Sudd and Linn, Church st, Theatre st, Norwich
 Marten, Henry John, Sidgley, Stafford, Ironmaster. Dec 11 at 11 at offices of Underhill, Darlington st, Wolverhampton

McEwen, James, Monks Coppenhall, Cheshire, Marine Store Dealer. Dec 20 at 1 at the Royal Hotel, Crewe. Brooke
 McEwen, John, Sheffield, Draper. Dec 7 at 12 at offices of Clegg and Sons, Bank st, Sheffield
 Miller, John, Waterloo rd, Ironmonger. Dec 20 at 2 at offices of Chatteris and Co, Gresham buildings, Guildhall. Carr and Co, Basinghall st
 Nichols, George, East Bergholt, Suffolk, Horse Dealer. Dec 21 at 12 at offices of Pollard, St Lawrence st, Ipswich
 Pitts, Edward Darley, Horcastle, Lincoln, Innkeeper. Dec 2 at 12 at the Queen's Head Inn, Horncastle. Adcock, Horncastle
 Porter, William, Westbury, Wilts, Baker. Dec 15 at 4 at offices of McCarthy, King st, Frouse
 Price, James Dod, Worcester, Lay Clerk. Dec 16 at 3 at the Bell Hotel, Broad st, Worcester
 Ralph, George, Jarow, Durham, Cabinet Maker. Dec 10 at 3 at offices of Renoldson, King st, South Shields
 Richardson, John, and Betsy Richardson, Heywood, Lancashire, Cotton Spinners. Dec 14 at 3 at offices of Cobbett and Co, Brown st, Manchester
 Richardson, Thomas Anderson, West Hartlepool, Durham, Grocer. Dec 13 at 3 at offices of Simpson, West Hartlepool
 Robinson, George, Luton, Bedford, out of business. Dec 7 at 3 at offices of Ford, Church st, Luton. Long, Blackfriars rd
 Robinson, John, Kingston-upon-Hull, Higler. Dec 15 at 12 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull
 Robinson, William, and Thomas Tait, Darlington, Durham, Wagon Builders. Dec 13 at 11 at offices of Stevenson, Paradise terrace, Darlington
 Robinson, William Solomon, Langham st, Portland place, Tailor. Dec 16 at 2 at offices of Maynall, Castle st, Holborn
 Rothwell, George, Halifax, York, Woollapler. Dec 14 at 11 at offices of Ingram and Huntriss, Hopwood lane, Halifax
 Roulstone, Richard, New Radford, Nottingham, Painter. Dec 14 at 12 at offices of Brittle, St Peter's chambers, Nottingham
 Rowlin, Newyear, Kuston, York, Farmer. Dec 9 at 3 at the Globe Inn, Bridlington. Richardson, Bridlington
 Sawdon, Abel, Elzgrave, nr Scarborough, York, Cartwright. Dec 10 at 3 at offices of Cornwall and Watts, Queen st, Scarborough
 Sedgwick, Frederick Joseph, and Samuel Oulton, West Ferry rd, Millwall, Ships' Lamp Manufacturers. Dec 13 at 3 at offices of Bradley, Mark lane
 Sewell, Thomas, Barrow-in-Furness, Lancashire, Butcher. Dec 13 at 12 at the Victoria Hotel, Barrow-in-Furness. Ingram
 Seymour, Elijah, Hawkhurst, Kent, Innkeeper. Dec 16 at 2 at the Eight Bells Inn, Hawkhurst. Smith, Rye
 Shaw, John McEwan, Benham rd, South Hackney, Ship Builder's Clerk. Dec 16 at 3 at offices of Bastard, Brabant court
 Shortland, John, Princes End, Tipton, Stafford, out of business. Dec 9 at 3 at offices of Travis, Church lane, Tipton
 Smith, William, Stockton-on-Tees, Durham, Innkeeper. Dec 13 at 12 at offices of Thompson, High st, Stockton-on-Tees
 Standen, John, Wadhurst, Sussex, Miller. Dec 21 at 11 at offices of Arnold, Tunbridge Wells
 Standing, Samuel, Oldham, Lancashire, Cotton Dealer. Dec 14 at 3 at offices of Gardner, Brown st, Manchester
 Stubbs, Henry, Birmingham, House Painter. Dec 10 at 12 at offices of Poitson, Edmund st, Birmingham
 Swale, William, jun, Apperley bridge, York, Milliner. Dec 11 at 11 at offices of Hardwick, Infirmary st, Leeds
 Threlfall, John, Garston, Lancashire, Joiner. Dec 13 at 2 at offices of Gibson and Holland, South John st, Liverpool. Swift, Liverpool
 Walder, John, Cuckfield, Sussex, Farm Labourer. Dec 16 at 2 at the Station Hotel, Hayward's Heath. Flowers, Steyning
 Wallace, Thomas, St Leonard's rd, Surbiton, Gent. Dec 9 at 12 at Sherrard, Brook st, Kingston-on-Thames
 Warner, William, Middlesbrough, York, Iron Merchant. Dec 15 at 3 at Barker's Temperance Hotel, Linthorpe rd, Middlesbrough. Bainbridge, Middlesbrough
 Waters, Henry, West Hyde, Hertford, General Dealer. Dec 10 at 12 at the Royal Oak Inn, West Hyde. Jennings, Cambridge
 Wheeler, William Lyetti, Birmingham, Haberdasher. Dec 10 at 3 at offices of Beaton, Victoria buildings, Temple row, Birmingham
 Wigg, William Smith, Great Yarmouth, Norfolk, Jeweller. Dec 21 at 12 at offices of Worship and Rising, South Quay, Great Yarmouth
 Williams, William, Lantwit, Glamorgan, Beerhouse Keeper. Dec 13 at 12 at offices of Rosser, Post office chambers, Pontypriod
 Withington, William Henry, Tenbury, Worcester, Innkeeper. Dec 15 at 11 at the Corn Exchange, Hall, Tenbury. Norris, Tenbury
 Wright, John, Tipton, York, Travelling Jeweller. Dec 13 at 3 at offices of Bateson, Low Harrogate

REAL TURKEY CARPETS

IMPORTED BY
TRELOAR & SONS,
 69, LUDGATE-HILL, LONDON.

EDE AND SON,
 ROBE  **MAKERS.**

BY SPECIAL APPOINTMENT,
 To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench,
 Corporation of London, &c.
SOLICITORS' AND REGISTRARS' GOWNS.
 BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.
CORPORATION ROBES, UNIVERSITY & CLERGY ROBES, &c
 ESTABLISHED 1669.
94, CHANCERY LANE, LONDON.

THE REAL PROPERTY TRUST (Limited).
 Capital One Million, in shares of two classes, viz., 20,000 shares of £10 each, and 500,000 shares of £1 each. First issue: 25,000 shares of £10 each, £1 on application, £3 on allotment, and £2 on the 1st of February next; 100,000 shares of £1 each, 5s. on application, 5s. on allotment, 5s. on 30th June, 1874, and 5s. on the 1st December, 1875. It is not intended to call up the remaining £3 on the £10 shares, but to leave the balance as an additional security to debenture holders and depositors.

TRUSTEES and DIRECTORS.

J. Fortescue-Harrison, Esq., M.P., Crawley Down-park, Sussex, and 88, Cornwall-gardens, S.W., Chairman
 W. Romaine Candler, Esq., M.P., Mauldeth Hall, Manchester
 F. Egerton Cutler, Esq., Garrick House, Aislip, W.C.
 Joseph Dods, Esq., M.P., Stockton-on-Tees, and 105, Pall-mall, S.W.
 The Hon. Cecil Duncombe, Newion Grange, York, and 43, Brook-street, Grosvenor-square
 Sir G. St. Vincent King, K.C.B., 5, Eaton-terrace, Eaton-square
 Major-General Chas. Need, Fountain Dale, Notts, and 9, Pall-mall, S.W.

Bankers—The Bank of England (Western Branch, W.).

Solicitors—Messrs. Ashurst, Morris, & Co, 6, Old Jewry, E.C.

Auditors—(To be appointed by the Shareholders).

Secretary—W. O. G. Youngusband, Esq.

Registered Offices—30, Regent-street, Piccadilly-circus, London.

City Agency—3, Clement's-lane, Lombard-street.

ABRIDGED PROSPECTUS.

This Trust is created and registered under the Companies Act with limited liability, with the object of affording to all classes of the community a positively safe and profitable employment for their capital or savings.

The fundamental principle of the Trust is the exclusive investment of its capital and funds in the purchase of, or in mortgages on, good freehold and long leasehold property in England and Ireland and profitable property in Scotland.

Associations, embracing similar objects, have for years past been in operation in Scotland, with highly profitable results, as may be instanced by the following:—Scottish Heritable Security Company (Limited)—paid £1, dividend 20 per cent., price £1 15s.; Heritable Security Investment Association (Limited)—paid £2, dividend 15 per cent., price £3 3s. 9d.; Standard Property Investment Company (Limited)—paid £1, dividend 12 per cent., price £2 10s. Arrangements are now in progress with the view of constituting an industrial Board in Scotland.

No property will be bought by this Trust which is not capable of yielding at the least a clear 5 per cent. on the purchase; but it is the experience of the Board that by being constantly in the market, very valuable property, capable of yielding a far higher rate of interest, may very frequently be acquired.

This Trust can never be liable to those fluctuations and losses which are inseparable from mining, shipping, manufacturing, and trading companies, or to the uncertainty of foreign bonds; on the contrary, its dividends will be regular and constant.

The rapidly increasing value of land and house property in and around cities and large towns is well known.

Shareholders will be paid a fixed rate of interest half-yearly at the rate of 5 per cent. per annum, and all further profits divided periodically by way of bonus, according to the system adopted by several of the largest and most successful Life Assurance Societies in England and Scotland.

The Trust will receive money on debenture bonds and on deposit.

It is confidently anticipated that the Trust will receive a large amount of money on deposit, at such rates as will permit of its immediate employment upon highly advantageous terms. This is the principle which has been so successfully adopted by the large banking institutions of the country, with this difference in favour of the Trust—its funds will be exclusively employed in dealing with real property, while those of the banks incur the risk inseparable from all mercantile transactions. Under this system, and the proportionately small amount of dividend-bearing capital, the profits to be divided among the shareholders must necessarily be large.

As part of the business of the Trust, tenants will be offered the option of purchasing their residences by payment of rent for given periods, after which the houses become absolutely their own.

There are no promoters' fees or founders' shares, nor will the Board receive any fees for their services until 5 per cent. per annum has been paid to the shareholders.

A large number of the shares having already been subscribed for, no application will be received after the 4th Dec. for London, and the 6th Dec. for Country.

In the event of no allotment being made the deposits will be at once returned in full, or, where the number of shares allotted is less than those applied for, the surplus deposit will be applied towards payment of the amount due upon allotments.

Prospectuses and forms of application for shares may be had at the office of the Trust. The Memorandum and Articles of Association can be inspected at the offices of the Trust in London, or at the offices of the solicitors, 6, Old Jewry, E.C., where also all other information can be obtained.